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Contents.

Cases Reported this Week.

CURRENT TOPICS.

Mr. Justice Mathew has been advancing through the list of Mr. Justice Stirling's witness actions with rapid strides, and it seems to be not improbable that before rising for the Christmas Vacation he will clear the list of all cases ready to be heard.

There was a very good appointment made last week of a chief clerk to Mr. Justice North in the place of Mr. Shearme, who has been made a taxing master. Mr. John Charles Fox, the new chief clerk, has been a partner for several years in the firm of Messrs. Hare & Co., the agents to the Treasury Solicitor, and, we believe, previously to his admission as a partner, was managing clerk in their office. He has a high reputation for ability, promptness, and courtesy in the despatch of business.

The Court of Appeal on Friday, the 4th inst., passed some severe strictures on the practice of solicitors speculating in building operations. The court was composed of Lord Esher, M.R., and Lords Justices Lopes and Kay. The precise question which arose in the case of *Re Keays* was whether this particular solicitor had, by investing his private fortune in certain land and buildings, brought on his bankruptcy by a "rash and hazardous speculation" within the meaning of the Bankruptcy Act, 1890, s. 8 (3) (*f*). The case gave rise to an interesting, if somewhat academical, discussion of the proper definition of the word "speculation"—whether the word "rash" was applicable to the conduct of the person who speculated or to the speculation, and whether a speculation differed materially from a "hazardous" speculation. At last a learned Lord Justice suggested a test, that if a person with no special knowledge of building embarked his money in a building speculation, his conduct was rash and the speculation hazardous. The next step in process of thought was, a solicitor has special knowledge of law; he therefore has not (or ought not to have) time for special knowledge in any other department. He therefore has not (or ought not to have) special knowledge as to how money should be laid out for the development of land. Whenever, therefore, a solicitor lays out his money for this purpose the learned Lord Justice thought (and the other members of the court adopted his suggestion) that he is embarking upon a rash and hazardous speculation. With due submission to the Court of Appeal, it seems to us that a dangerous proposition of too general a nature is here laid down. In the first place, we should doubt the truth of the assumption that a solicitor has not special knowledge of the best methods for laying out money in the development of land. Very few building estates are developed without passing through the hands of solicitors, and great practical experience of the operation must necessarily be obtained. In the second place, it does not appear obvious why a solicitor, any more than any other busy man, may not, if he choose, invest his money in a building estate, or why it should be suggested that in doing so the solicitor should, because he is a solicitor, be embarking necessarily upon a rash and hazardous speculation.

There are two reflections suggested by incidents connected with the case of *Russell* v. *Russell*. One is with regard to the practice of publication by the daily journals of the speech and evidence on one side of a case, involving grave imputations on character, without waiting for the speech and evidence on the other side. In *Russell* v. *Russell* the evidence of the petitioner and the opening speech of her counsel were, of course, published in hot haste and in great detail by the daily journals, and were sucked in with the greatest relish by that "greater jury" which tries cases outside the courts of justice. That jury, with its usual acuteness and rapidity of judgment, had made up its great mind before even the petitioner's case had been closed, with the result that the respondent, the successful party to the suit as he turned out to be, was surrounded by an angry mob as he left the court after the adjournment on the second day of the trial and was assailed with opprobrious epithets before he had had a chance of placing his version of the pitiful story before his censors. Moreover, the report of the evidence in the daily papers shewed the usual lack of discrimination as to what was material and what was not; the usual number of erroneous versions of what was said in the witness box were followed by the usual number of corrections in subsequent issues, and the usual number of angry letters from persons who (rightly or wrongly) believed themselves to have been injured by the reports. As to this last characteristic of certain journals, we had not long ago a letter from a valued correspondent drawing our attention to the fact that in a single issue of a certain newspaper there were reports of two cases, in

one of which a charge of swindling, made in the opening speech of counsel, was fully set out in the report, although the charge was subsequently withdrawn, such withdrawal being strongly supported by the judge, while in the other case all the sensational points in the defendants' witnesses' evidence were fully reported, although the judge found that there was no evidence against the plaintiff. Can no means be discovered of putting a stop to practices like these, which may result in the gravest injury to character?

THE OTHER REFLECTION is suggested by the comments on the *Russell case* of certain of our instructors in the daily press, and of the oracular persons who write London letters to provincial newspapers. In everything that can be said against the courts being made the vehicle for licensed slander, and against counsel and solicitors being parties to the making of imputations against character which cannot be proved, we heartily agree. But we do not agree with the view which seems to have occurred to many of the thoughtful and intelligent instructors and oracular persons aforesaid, that the only test of ability and care on the part of counsel and solicitors is winning the case in which they are engaged. According to this novel theory the notion expressed by ADDISON,

> "'Tis not in mortals to command success,
> But we'll do more, Sempronius; we'll deserve it,"

is out of date; the business of counsel and solicitors is to win, and the fact that they do not win shews that they do not understand their business. Hence the suggestion, which seems to be nowadays almost a commonplace with the leading article writer when set down to comment on a case which has attracted public attention, "We confess it is a mystery to us why such a case should ever have been brought into court"; "Why such a case should have been defended passes our comprehension," and so forth. Hence the gossip about the extraordinary care and diligence with which Mr. SMITH (the solicitor on the winning side) got up his case; about the injury the result will be to the professional reputation of Mr. JONES (the solicitor on the losing side); about the uniform success and wonderful skill of Mr. ROBINSON, Q.C. (on the winning side), and about Mr. BROWN, Q.C. (on the losing side), being rather unfortunate and not very dexterous in his conduct of cases. One would really suppose that these intelligent commentators consider that there is a duty on the legal advisers of a litigant in all cases where the evidence on the other side (with which, of course, they are perfectly familiar before the trial of the action) is stronger than that on their own side, either not to allow the matter to come into court or to retire from the case; that if the evidence on their own side is not strong, they can, by ability and care, make it stronger, and that a bad case necessarily means a badly got up case. If this notion spreads, as it seems likely to do, it may have somewhat strange results. Counsel and solicitors will have to exercise a careful discretion in accepting cases which are likely to interest the public. They must, in the first place, make sure that there is the money forthcoming to pay for the cost of getting up elaborately and completely a heavy case. Ability and diligence may do much with a long purse behind them; without it they may do little. The first question therefore must be: Is the client a wealthy person? If not, he must go elsewhere. If he is, then we will look at the case. We will constitute ourselves a court of first instance, and try to imagine what the evidence on the other side will be; if it is likely to be stronger than that we can bring forward, the client must go elsewhere: we cannot afford to lose an important case. And so the litigant with only moderate means and a case not perfectly clear will learn that "rich men rule the law."

THE CASE of *Re Wyatt*, decided by Court of Appeal No. 2 on Tuesday (reported elsewhere), affords a striking instance of the danger of advancing money on the security of the interest of a *cestui que trust* without previously obtaining from each of the trustees a distinct assurance that he has not received notice of any prior incumbrance upon the fund. A lady who under a will was entitled to a reversionary interest in a trust fund married in 1864, and on her marriage she executed a settlement of her reversionary interest. One of the two trustees of the will (named SHARP) had notice of the settlement, the other trustee (named ELLIS) had no notice. In 1875 the husband and wife borrowed money on the security of the wife's reversionary interest, concealing the settlement, and, indeed, making a statutory declaration that there was no prior incumbrance. Before making the advance the mortgagees' solicitors inquired of both SHARP and ELLIS whether they had received any notice of prior incumbrances. ELLIS answered (as was the fact) that he had not received any notice. SHARP, in reply, did not say whether he had or had not received any notice, but told the solicitors to look at the testator's will. The mortgage was then executed, and the money was advanced. Notice was given to both SHARP and ELLIS. ELLIS acknowledged the receipt of the notice, but SHARP did not. In 1878 SHARP died. In 1881 a new trustee of the will was appointed in place of SHARP. In 1886 the reversion fell into possession, and the question then arose whether the settlement trustees or the mortgagees were entitled to priority. The Court of Appeal, affirming the decision of Mr. Justice STIRLING, held that the trustees were entitled to priority. Lord Justice FRY (who delivered the judgment of the court) said that as SHARP was alive when the mortgage was taken, and the mortgagees chose to advance their money without any information being given by him, they must take subject to any incumbrance or assignment of which he had received notice. To inquire of a trustee, and to proceed without answer from him, was the same thing as proceeding without inquiry. If SHARP had not been alive when the mortgage was taken, no inquiry by the mortgagees could have elicited the fact of the prior assignment to the settlement trustees. We believe that the mortgagees are the trustees of an insurance company, and we therefore think it not improbable that an appeal may be taken to the House of Lords. It seems to us possible that the answer of the trustee SHARP might be treated, not, as the court have treated it, as giving no information whatever, but as a misleading answer from which the mortgagees were justified in concluding that, as they were referred only to the will, the trustee could not have received any notice of a prior assignment. At any rate, we are inclined to think that there is fair ground for an appeal, and, moreover, the House of Lords may not feel themselves bound by the authorities to which the Court of Appeal referred in their judgment.

BY THE DECISION of DENMAN, J., in the case of *Smith* v. *Reynolds* the ultimate liability for the losses caused by the BARTON frauds has been imposed on the outside broker who had the misfortune to undertake business for THOMAS BARTON. BARTON, it will be remembered, among other frauds, forged the signature of Mrs. BARTON, his co-executor, to transfers of London and North-Western preference stock. The purchaser was Lord HILLINGDON, and the stock was duly registered in his name, but between him and his vendor there had been the usual series of persons concerned in the transaction. BARTON employed REYNOLDS, REYNOLDS employed an inside broker, SMITH, SMITH sold to a firm who have since become bankrupt, and these sold to BRUNTON & Co., Lord HILLINGDON's brokers. In *Barton* v. *London and North-Western Railway Co.* (38 W. R. 197, 24 Q. B. D. 77) Mrs. BARTON got judgment against the company directing them to restore her name to the register. This they did, and at the same time removed Lord HILLINGDON's name without making him any compensation. As against the company, indeed, Lord HILLINGDON seems to have had no claim, inasmuch as the registration had been made for his convenience on the faith of the transfer tendered by himself, though, had he been a subsequent transferee, the case would have been different, and the company would have been estopped from denying the validity of the new certificates issued by them: *Re Bahia and San Francisco Railway Co.* (*Limited*) (16 W. R. 862, L. R. 3 Q. B. 584). Lord HILLINGDON, however, claimed and obtained repayment from his brokers, and the latter thereupon got a decision of the Stock Exchange Committee passing on the liability to SMITH. This decision was given in accordance with rule 92 of the rules of the Stock Exchange,

under which the *primâ facie* liability of the seller of stock for the genuineness of all documents delivered ceases upon the issue of an official certificate of registration, and no subsequent dispute as to title will be entertained until the "legal issue" has been decided. The meaning of this is a little doubtful, as the issue would naturally be one between the parties before the committee, but DENMAN, J., held that this was not essential, and that in the present instance the legal issue was that decided in *Barton* v. *London and North-Western Railway Co.* Hence it would appear that, so far as rule 92 was concerned, the decision of the committee was perfectly regular, and none the less so apparently because they did not give effect to the Statute of Limitations. This is never recognized as between members of the Stock Exchange, and since there is no legal duty to recognize it—an executor, for instance, is not bound to plead it in favour of a residuary legatee (Williams on Executors, p. 1810)—an outside principal cannot object that the committee have acted unreasonably. The liability being thus cast by the committee on SMITH, and DENMAN, J., having held that there was nothing unreasonable in the rules on which the decision was given, it followed, on the principle adopted by the Court of Appeal in *Harker* v. *Edwards* (57 L. J. Q. B. 147), that SMITH was entitled to be indemnified by REYNOLDS, his principal.

THE RESULT naturally calls attention to the Forged Transfers Act, 1891, and the effect it will have in cases like the present so soon as railway and other companies have taken advantage of it. The very object of it, of course, was to protect persons like Lord HILLINGDON, whose names had been removed from the register, and who for such removal had no remedy against the company. It is to be noticed that Messrs. BRUNTON & Co. do not seem to have disputed their liability to indemnify Lord HILLINGDON, and, if they were confident of being able to pass it on to a solvent selling broker, there was no reason why they should do so. The matter was thus brought within the jurisdiction of the Stock Exchange, and it became easy to trace back the responsibility for the loss, regardless of the lapse of time. The person entitled to commiseration, therefore, is not the defrauded purchaser, who in the chain of liability has a fair chance of indemnity from a solvent person, but the broker who was originally deceived by his principal, and it is significant that the Forged Transfers Act expressly preserves his liability. By section 1 a company is empowered to make compensation for any loss arising from a transfer of its shares or stock in pursuance of a forged transfer, but, if it does so, it is to have the same rights and remedies against the person liable for the loss as the person compensated would have. If, therefore, the Act had applied in the present instance, and the London and North-Western Railway Co. had compensated Lord HILLINGDON, it would still have been possible for them to pass on the loss through BRUNTON & Co. and SMITH to REYNOLDS. It may be doubted, however, whether it was the intention of the promoters of the Act to leave brokers exposed to this very serious liability, and so to relieve the fund formed for the express purpose of bearing the loss.

IN THE CASE OF *Wilkinson* v. *Griffith Brothers & Co.* (8 Pat. Off. Rep. 370) Mr. Justice ROMER has once more denounced the fallacy, which, in spite of denunciation and exposure, seems to bear a charmed life, that the test of whether one trade-mark infringes another is to place the two side by side and say if upon such a view confusion or deception is probable. In this case, the plaintiffs, manufacturers of French polish, exported it to India under an English label, printed on which were two red medals. The polish acquired a high reputation. No other polish in Bombay had a mark similar to the two red medals, and the plaintiffs' polish became known to the natives as "Lal Mohur" or "Lal Chup," of which the former meant "red medal" and the latter "red stamp." The two terms in the Bombay market came to mean the plaintiffs' polish. One TAYLOR having used a label on polish, different from that of the plaintiffs', except in having two red medals, was restrained by injunction. The defendants, who had first attempted to obtain orders for polish with a white label but unsuccessfully, then imitated TAYLOR'S label and exported polish to Bombay with a label bearing a balloon and two red medals. The plaintiffs brought an action against the defendants for infringement of their trade-mark, and proved several cases of actual deception resulting therefrom. The defendants alleged, and the court held, that the labels of the plaintiffs and of the defendants put side by side were quite distinguishable. But Mr. Justice ROMER pointed out—on the old but often forgotten authority of *Seixo* v. *Provezende* (L. R. 1 Ch. 196)—that this was no defence "if a purchaser looking at the article offered to him (on behalf of the defendants) would naturally be led from the mark impressed on it to suppose it to be the production [of the plaintiffs] and would purchase it in that belief," and granted an injunction accordingly. The Patent Office Inquiry Blue Book (1887) contains a mine of evidence strongly confirmatory of his lordship's view, and it may be worth noticing that it was simply and solely for the purpose of giving effect to this doctrine, so far as trade-marks were concerned, that the words "so nearly resembling" in section 72, sub-section 2, of the Act of 1883 were altered to "having such resemblance" by the Act of 1888.

THE MAYBRICK INSURANCE CASE.

THE Court of Appeal have reversed the decision of the Divisional Court (DENMAN and WILLS, JJ.) in *Cleaver* v. *The Mutual Reserve Fund Life Association*, the result arrived at in the first instance having, it now appears, been based too exclusively on the analogy of *Fauntleroy's case*, while insufficient attention was paid to the true effect of section 11 of the Married Women's Property Act, 1882. With regard to *Fauntleroy's case* there is of course no doubt as to the principle which it established. In January, 1815, FAUNTLEROY took out a policy in the Amicable Insurance Co., the proceeds of which were to go upon his death to his executors, administrators, or assigns. In certain specified cases the policy was to be void, if, for instance, the declaration made by the assured was untrue or fraudulent, if he went out of Europe, or if he engaged in military service out of the United Kingdom. In the following May he committed a forgery on the Bank of England, but for this he was not apprehended till 1824. On the 30th of October of that year he was tried for the felony and convicted, and in the following month was executed. On the 29th of October, the day before his conviction, he had been made bankrupt. After his death the assignees under his bankruptcy filed a bill against the insurance company claiming the benefit of the policy. Before Sir JOHN LEACH, M.R., they were successful (*Bolland* v. *Disney*, 3 Russ. 251), that learned judge attaching much weight to the fact that the cases above referred to were the only ones in which it was expressly provided that the policy should be void. Hence he was very reluctant to allow it to be void in any other case, and with regard to the effect to be ascribed to FAUNTLEROY'S own criminal act he said that "to avoid the obligation to pay, the act of the party insured which produced the event must be done fraudulently for the purpose of producing the event." This was obviously not the object of the forgery, and the bill accordingly was dismissed. But in the House of Lords (*Amicable Society* v. *Bolland*, 4 Bligh N. R. 194) the immediate object of the insured was treated as immaterial, and greater regard was paid to considerations of public policy. "Suppose that in the policy itself," said the Lord Chancellor—apparently Lord LYNDHURST, but the report is not dated—"this risk had been insured against—that is, that the party insuring had agreed to pay a sum of money year by year upon condition that in the event of his committing a capital felony, and being tried, convicted, and executed for that felony, his assignees shall receive a certain sum of money—is it possible that such a contract could be sustained? Is it not void upon the plainest principles of public policy? Would not such a contract, if available, take away one of those restraints operating on the minds of men against the commission of crimes? . . . Now if a policy of that description with such a form of condition inserted in it in express terms cannot on grounds of public policy be sustained, how is it to be contended that in a policy expressed in such terms as the present, and after the events which have happened, we can sustain such a claim?" This, then, was a clear decision that in the event of the insured bringing about his own death by a criminal act, the policy

would, upon grounds of public policy, be void, and that regardless of the circumstance that the criminal act had no connection with the policy; or, more generally, the estate of a criminal will not be allowed to reap the benefit of his crime.

In this latter form the principle is capable of being applied to the present case, and the proceeds of the policy being intended to go to Mrs. MAYBRICK, the insurance company would, as against her, have had a good defence. But there is the obvious distinction that the death of the insured was not brought about by his own criminal act, and hence there was no objection to his estate profiting by the policy provided Mrs. MAYBRICK, and persons claiming through her, could be excluded from participation. The mere death of the insured by murder was, of course, no ground for refusing payment of the policy. Hence it becomes important to examine the form of the policy and the provisions of the section under which Mrs. MAYBRICK claimed the benefit of it.

According to the form of the policy the insurance-moneys were to be paid to Mrs. MAYBRICK if living at her husband's death, otherwise to his legal personal representatives. But by section 11 of the Married Women's Property Act a policy of assurance effected by a man on his own life, and expressed to be for the benefit of his wife, creates a trust in favour of the wife, and the moneys payable under such a policy are not, so long as any object of the trust remains unperformed, to form part of the estate of the insured or be subject to his debts. Trustees may be appointed either by the policy or by a memorandum under the hand of the insured, and in default of appointment the policy vests in the insured and his personal representatives on the above trust. In the present instance no trustees had been appointed, and, *primâ facie*, therefore, on the death of Mr. MAYBRICK, the policy vested in his executors as trustees for his wife. So far as this the Divisional Court got, and on the assumption that the executors were trustees for Mrs. MAYBRICK solely, it was natural to say that the principle of public policy applied more strongly here than in *Fauntleroy's case*, inasmuch as it is more dangerous to allow the murderer himself to profit by the crime than to allow his estate to do so.

But the Divisional Court failed to see that the claim of the executors against the insurance company was not solely made by them as trustees for Mrs. MAYBRICK. Apart from the statute, they claimed as representing the estate of their testator, and even under the statute it was clear that that estate was interested. As we have seen, the express provision is that, so long as any object of the trust remains unperformed, the policy-moneys shall not form part of the estate of the insured, and it is thereby clearly implied that, so soon as every object of the trust is performed, they shall form part of that estate. But the performance of the trust is a matter between the executors acting as trustees and their *cestui que trust*. As between the executors, representing the estate of the insured, and the insurance company, the latter have no ground for avoiding liability. The question of public policy does not arise, indeed, until the executors have got the moneys into their hands, although it then becomes all-important as to the fulfilment of the trust. For this purpose it is not necessary to scan too closely the words "so long as any object of the trust remains unperformed." It is enough that the object of the trust has become, on grounds of public policy, incapable of performance. The trust, therefore, created by the Married Women's Property Act is out of the way, and the executors retain the policy-moneys as part of their testator's estate, to be administered in the ordinary manner, subject only to the condition that Mrs. MAYBRICK shall not share in them. The error of regarding the executors as trustees solely for Mrs. MAYBRICK was a very natural one, and the judgment of the Divisional Court was quite intelligible, but so soon as they are put in their proper position of executors the above solution becomes apparent, and it certainly produces a far more equitable result.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

In accordance with our usual custom, it is proposed, in the present article, to call attention to the cases on county court jurisdiction and practice that have been determined during the present year. Though not very numerous, they are of sufficient interest and importance to the profession to justify special notice. The county courts have now absorbed so large a proportion of the civil judicial business of the country, that any decisions affecting their administration of justice possess a peculiar value and prominence, which are not likely to be diminished in the future. Unfortunately, it sometimes happens that such decisions are given without due regard to, or even in ignorance of, cases determined upon provisions comprised in the old County Courts Acts, which, though not always of bnding force, are, nevertheless, often of great assistance in determining the meaning of the enactments contained in the County Courts Act, 1888. This last named Act is certainly not a conspicuous example of careful drafting, and its provisions have given rise to many difficulties of construction which, it is believed, might have been obviated if the Legislature had only adhered with greater fidelity to the language of the, in many respects, admirably drawn sections of the previous County Court Acts which the statute of 1888 professes to consolidate and amend. However, most of the ambiguous provisions contained in the County Courts Act, 1888, have, it is believed, now received judicial interpretation, so that, in future, practitioners and suitors may, with greater confidence than has hitherto prevailed, avail themselves of the remedies thereby provided, and have recourse to the county courts for the settlement of disputes with less fear of having the ends of justice defeated by technical decisions upon embarrassing enactments.

Dealing first with the cases affecting the *jurisdiction* of the county courts, it will be seen that several decisions have been given of considerable public importance. In *Reg.* v. *Judge of Halifax County Court and Bairstowe* (39 W. R. 545; 1891, 2 Q. B. 263) it was held by the Court of Appeal, affirming the decision of the Queen's Bench Division (39 W. R. 492), that a county court has no jurisdiction to entertain an action in which the validity of a patent is in question, as the privileges granted to an inventor by letters patent are a "*franchise*" within the meaning of section 56 of the County Courts Act, 1888, and as the effect of the Patents Act, 1883, is to confine the jurisdiction in patent actions to the High Court. The two following cases, concerning the admiralty jurisdiction of the county courts, must next be noticed. *The County of Durham* (39 W. R. 303; 1891, P. 1) decides that a claim by a shipowner under the County Courts Admiralty Jurisdiction Act, 1869 (32 & 33 Vict. c. 51), s. 2, arising out of an agreement in relation to the use or hire of a ship belonging to him, is properly brought in the county court having admiralty jurisdiction within the district of which such ship happens to be at the date of the commencement of the suit. In *The Hero* (1891, P. 294) it was held that an action *in personam* by the owners of a steamship, for damages for its detention in unloading, was rightly brought by them in the county court within the district of which the defendants, charterers of the ship and consignees of the cargo, carried on their business, and that such court had jurisdiction over it, though the ship was not, at the time of the commencement of the proceedings, within the said district, nor did the plaintiffs reside there. The ground of this decision appears to be that section 74 of the County Courts Act, 1888, which provides that every person having an action or claim may pursue it in the court within the jurisdiction of which the defendant resides, being general in its terms, must be taken to apply to *all* branches of county court jurisdiction, including, therefore, that in admiralty; notwithstanding that it does not agree with the provisions contained in section 21 of the Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71). The jurisdiction of the City of London Court over an action where the defendant has "*employment*" within the City, though he does not dwell or carry on business there, and though no part of the cause of action arose therein, was upheld in *Kutner* v. *Phillips* (39 W. R. 526; 1891, 2 Q. B. 267), upon the ground that section 39 of the London (City) Small Debts Extension Act, 1852, which conferred this extended jurisdiction, has not been repealed by any of the subsequent County Courts Acts, but is still in force. This decision, it is to be noticed, in no way conflicts with the previous case of *Blades* v. *Lawrence* (22 W. R. 643, L. R. 9 Q. B. 374), which decides that the City of London Court is to be regarded as a county court, as in that case it was merely held

that certain procedure applicable to county courts was also applicable to the City of London Court, which is entirely beside the point of what defendants the court has jurisdiction over. The *derivative* jurisdiction of the county courts, under section 65 of the County Courts Act, 1888, was considered in *The Queen* v. *The Judge of the City of London Court* (1891; 2 Q. B. 71). It was there held that a counter-claim in an action cannot, after the action has been discontinued, be remitted for trial to a county court, as, under the enactment in question, a remitting order can be made by the High Court only "if the whole or part of the demand of the plaintiff be contested," a condition which cannot be regarded as existing after the discontinuance of the action by the plaintiff. In the case of *Re East Dulwich No. 295 Starr-Bowkett Building Society* (39 W. R. 32) the power of the High Court to transfer to itself proceedings commenced in the county court, and pending therein, was involved, and it was there held that, by virtue of section 126 of the County Courts Act, 1888, the High Court possesses jurisdiction to order the transfer of a winding-up petition from the county court to itself, notwithstanding that the petition has been actually opened in the county court.

On the important subject of *costs* several decisions directly or indirectly affecting the county courts have been given during the present year which must now be noticed. In *Boydell* v. *Millar* (39 W. R. 335), where an action of contract was remitted from the High Court to the county court, it was held that the solicitor who acted for the plaintiff *before* the remitting order was made, but not afterwards, owing to a change of solicitors having been effected, was entitled to recover in an action brought by him in the county court against his former client (the plaintiff) the costs incurred by him in the High Court on the High Court scale, as such costs do not come within section 118 of the County Courts Act, 1888, not being costs for work done in any county court. In *Wilson* v. *Statham* (39 W. R. 686; 1891, 2 Q. B. 261), where, in an action of contract brought in the High Court for a sum *exceeding* £50, judgment under order 14 for *less* than £20 was obtained, and afterwards, in a county court to which the action was remitted, the plaintiffs were awarded a sum which, when added to the amount already recovered by them in the High Court, fell short of £50, it was held that the plaintiffs were not entitled to have their costs taxed on the High Court scale in respect of *any* of the proceedings that had taken place in the High Court. This decision is certainly quite unassailable, having regard to the language of the 116th section of the County Courts Act, 1888, which does not give a plaintiff in an action of contract who recovers *less* than £50 altogether High Court costs, unless he obtains judgment under order 14 for "*a sum of twenty pounds or upwards.*" In *Reeve* v. *Gibson* (39 W. R. 420; 1891, 1 Q. B. 652) it was held, upon the authority of *Hasker* v. *Wood* (33 W. R. 697), that a plaintiff who has recovered penalties in an action brought under 3 & 4 Will. 4, c. 15, for infringement of dramatic copyright, is entitled to have his costs taxed on the footing of obtaining "a full indemnity under 5 & 6 Vict. c. 7, s. 2," although the sum recovered be less than £10, neither the general provisions of the Judicature Act and Rules as to costs, nor section 116 of the County Courts Act, 1888, applying to such a case. In the case of *Re Langlois & Biden* (39 W. R. 181; 1891, 1 Q. B. 349) a question of considerable importance to solicitors instituting proceedings in the county court at the request and in accordance with their client's express instructions, was determined. There the plaintiff directed his solicitors to sue in the county court on his behalf on a promissory note for £15, of which he was the indorser. At the trial, however, the plaintiff recovered only £5, because in cross-examination he had admitted that he had only given that sum for the note. The plaintiff having thus claimed *over* £10, but recovered *less* than that amount, the question arose whether the plaintiff's solicitors were entitled to have their costs, as against their *own* client (the plaintiff), taxed on the higher scale, without obtaining a certificate under section 119 of the County Courts Act, 1888. In holding that, under such circumstances, the master has a discretion to give costs either on the higher or the lower scale, the Court of Appeal likewise expressed the opinion that the last-mentioned enactment does not apply at all to disputes between solicitor and client, but has reference only to taxation as between party and party. Another case of interest to solicitors conducting county court proceedings is *France* v. *Dutton* (39 W. R. 716; 1891, 2 Q. B. 208), where it was held that to entitle a solicitor to his costs under the County Court Rules, 1889 (ord. 6, r. 10; ord. 27, r. 4), which in interpleader proceedings require the claimant's solicitor to indorse on the particulars of claim his name or firm and place of business, it is sufficient if such particulars are signed with the name of the claimant's solicitor by the solicitor's clerk who had general authority to conduct his master's business. This decision, it is to be noticed, does not in any way conflict with *Reg.* v. *Cowper* (38 W. R. 408, 24 Q. B. D. 533), where it was held that a *lithographed* signature placed on a form by a *lithographer* is not a sufficient signature by the solicitor. The subject of *refreshers* to counsel was considered in the case of *Heap* v. *Peart* (39 W. R. 95; 1891, 1 Q. B. 110), which lays down that where a county court is held from day to day, it rests with the judge to say whether the sittings shall be one continuous sitting or a succession of several sittings, so that, when a case which appears in the list is not reached on one day, but is heard in its turn upon another day, a refresher may be allowed by order of the judge as upon an adjournment for want of time, under item 78 in the scale of costs of the County Court Rules, 1889. The right of a plaintiff to the costs of an admiralty action brought by him in the High Court, which he might have commenced in the county court, was discussed in the Court of Appeal in *Rockett* v. *Clippingdale* (1891, 2 Q. B. 293), where it was held that section 9 of the County Courts Admiralty Jurisdiction Act, 1868, which enacts that persons taking proceedings in a superior court, which they might, under section 3 of that Act, have taken in a county court, shall not be entitled to costs, unless the judge before whom the cause was tried shall certify that it was a proper cause to be tried in a superior court, is inconsistent with, and is repealed by, ord. 55, r. 1, of the Rules of the Supreme Court, 1875, and ord. 65, r. 1, of the Rules of the Supreme Court, 1883.

The subject of *appeals* from county courts has given rise to several decisions which must now be noticed. In *How* v. *London and North-Western Railway Co.* (40 W. R. 44; 1891, 2 Q. B. 496) the important question of whether the order of a county court judge, upon an application made to him for a new trial, can be made the subject of appeal was, not for the first time, raised. It was there held by the court (CAVE and CHARLES, JJ.), in a considered judgment, that while an order *refusing* a new trial cannot be reviewed on appeal, an order *granting* a new trial is not conclusive, and may be questioned on appeal. On the other hand, in the still more recent case of *Sir W. Pole* v. *Bright* (*ante*, p. 63), upon which we have already commented (*ante*, pp. 72, 73), it was held that whether a county court judge grants or refuses a new trial his decision is liable to be reviewed by the High Court on appeal. We venture to submit that neither of these decisions is satisfactory, and that they certainly do not accord with the recent decision of the Probate Division in *The Cashmere* (38 W. R. 623, 15 P. D. 121), where it was laid down, most distinctly, that the County Courts Act, 1888, does not enable any *interlocutory* orders made in the county court to be reviewed, because "*the words of the Act of 1888 apply to proceedings at the trial, and to an appeal from a final judgment, and have no reference to interlocutory orders of a county court.*"

The practice on appeals from the county courts was under consideration in *Powell* v. *Thomas* (39 W. R. 234; 1891, 1 Q. B. 97), where it was held that service of a notice of motion upon the London agent of a country solicitor, on appeal from a county court, is not sufficient to satisfy the requirements of ord. 59, rr. 10, 12, of the Supreme Court Rules. The power of extending the time limited for appealing to the High Court from the judgment of a county court was considered in *Cusack* v. *London and North-Western Railway Co.* (39 W. R. 244; 1891, 1 Q. B. 347). The Court of Appeal there held that, under ord. 59, r. 16, of the Supreme Court Rules, 1883, the High Court has a discretion to grant or refuse an extension of time, which it will exercise with due regard to the particular circumstances of each case.

Mr. Justice Chitty will take Mr. Justice Stirling's short causes and petitions on Saturday next.

REVIEWS.

TORTS.

THE PRINCIPLES OF THE LAW OF TORTS. By L. C. INNES, some time one of the Judges of her Majesty's High Court of Judicature, Madras. Stevens & Sons (Limited).

The arrangement of this very interesting book is intended to emphasize the distinction between the instrumentality, including the mental attitude and the subsequent conduct, by which an injury is effected, and the several classes of injury resulting from the means so employed. "A tort or injury," the author says in his preface, "is brought about by conduct working harm, and an exposition of the law of torts should place the elements of conduct and its operation in a separate category from that of the classes of harm in which the operation of conduct results." Hence the work is divided into two parts, the first dealing with general principles, and the second with particular classes of rights *in rem* and their violation. As might be expected, this arrangement enables the author to deal satisfactorily with the leading ideas involved in the subject of torts, and in chapter II., on the mental characteristics of tortious conduct, the reader will find such notions as rashness, negligence, malice, and the exercise of due care very clearly explained. Chapter III., on "Conduct—Its mode of operation," introduces certain important branches of the law of torts in a somewhat novel manner. The conduct of a person may be exerted wholly through himself, or through himself and other instruments, whether responsible persons or irresponsible persons or things (s. 51). Where it is exerted through a personal instrument, this may be by determining the will of the instrument in such a manner as will cause him to act prejudicially upon his own rights *in rem*, and the will may be tortiously determined by pressure, surprise, sudden terror, or false representation. This is in accordance with the view put forward in the preface, that deceit is not in itself any wrong, but is only part of the instrumentality employed in bringing about a wrong. So, too, in treating of conduct exerted through irresponsible things, the author deals with the subjects usually classed as "dangerous animals or works," "dangerous agencies," "duties of insuring safety," &c. Several very important questions will be found discussed in chapter IV., where the tortious effect is traced back to the conduct of the person responsible. In the second part the various rights *in rem* are carefully classified, and their violation discussed. A notable feature in the book is the liberal use of illustrative cases, a great number being appended to each statement or discussion of a principle. This, together with the very elaborate manner in which the subject has been arranged, and the ability shewn in dealing with the principles involved, will give the present volume a distinctive position among works on torts.

THE YEAR BOOKS.

YEAR BOOKS OF THE REIGN OF KING EDWARD THE THIRD. YEAR XV. Edited and translated by LUKE OWEN PIKE, M.A., Barrister-at-Law. Eyre & Spottiswoode.

This book is full of interest, not only to the lawyer, but to the historian. The industry of Mr. Pike in searching the records has enabled him to state what was regarded as fitting sustenance for an esquire and for poor people, when such sustenance was given by way of corody (see introduction xii.). The most important disquisition by Mr. Pike is that on "*Merchet*." He completely disposes of the fable that "a wicked, and it is to be hoped an imaginary, King Evenus established in Scotland an abominable law, identical with that which the French have (apparently without better reason) sometimes called the *droit du seigneur*." He points out that the learned editor of *Modern Reports* (see the preface to 3 Mod., 5th ed.) actually believed that the custom of Borough English was introduced to prevent the lords bastard from inheriting! The conclusion that Mr. Pike arrives at is that the payment of *merchet* is an unfailing indication of tenure in villenage, but not that the person having to pay it was a villein. It appears that *merchet* was sometimes payable, not only on the marriage of a daughter or sister, but also of a son. There are a few cases which may possibly be of use in practice. An ancestor more remote than a great grandfather may properly be described as cousin "consanguineus" in pleading (M. 15 Ed. 3, No. 47). If ancient tenements, to which common of pasture is appendant, and also the land in which there is common, come into the hands of the same person, and he enfeoff A. of the ancient tenements, and B. of the land in which the common was, A. is entitled to common on B.'s land (E. 15 Ed. 3, No. 10; see more as to commons, T. 15 Ed. 3, No. 10). A court of "teinure" is the same as View of Frankpledge (E. 15 Ed. 3, No. 43).

BOOKS RECEIVED.

A Treatise on the Mortmain and Charitable Uses Act, 1891. By LEONARD STYER BRISTOWE, M.A., Barrister-at-Law. Reeves & Turner.

Precedents of Deeds of Arrangement between Debtors and their Creditors. With Introductory Chapters. Also the Deeds of Arrangement Acts, 1887 and 1890. With Notes. By GEORGE WOODFORD LAWRANCE, M.A., Barrister-at-Law. Fourth Edition. By H. ARTHUR SMITH, M.A., LL.B., Barrister-at-Law. Stevens & Sons (Limited).

The New Law of Charitable Bequests. Being an Account of the Mortmain and Charitable Uses Act, 1891. By AMHERST D. TYSSEN, D.C.L., Barrister-at-Law. William Clowes & Sons (Limited).

CORRESPONDENCE.

SERVICE OF COUNTER-CLAIM OUT OF THE JURISDICTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I, in answer to a remark made upon this subject in your review of the Annual Practice, 1892, be allowed to say that *Potters* v. *Miller* (31 W. R. 858), which appeared in the earlier editions of this book, was intentionally dropped out, because it seemed to be one of those "dead practice cases" whose corpses a critic once suggested somewhat incumbered the Annual Practice. No one who has had much experience of rules of court and the decisions upon them will venture to be dogmatic; but it does seem reasonably clear to me that *Dubont & Co.* v. *Macpherson* (23 Q. B. D. 340), following *Swansea Shipping Co.* v. *Duncan* (1 Q. B. D. 644) and *Re Luckie* (W. N., 1880, p. 12), does establish the proposition that where, as in the case of counter-claim (ord. 21, r. 12), any process is by the rules to be served according to the rules relating to the service of writs of summons, then, in such case, the process is brought by reference within the terms of order 11, and service of such process out of the jurisdiction may, in a proper case, be allowed. It seemed to me to follow that *Potters* v. *Miller* was dead, and in deference to my critic I removed its corpse.

ED. ANNUAL PRACTICE.

Dec. 1891.

COVENANTS AGAINST ASSIGNMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have recently had occasion to peruse a lease of property in London which contains the following covenant.

After making provision against any assignment, &c., without leave, and for payment of a fee of £2 2s. therefor, the covenant proceeds: "And in the event of any such sale, assignment, underlease, or mortgage, as aforesaid, all deeds and documents necessary for the purpose of effecting the same shall be prepared by the lessors' solicitor for the time being, or in default thereof a fee of £5 5s. shall be paid to such solicitor in lieu of the said fee of £2 2s. for such consent and registration as aforesaid."

One of the lessors is the solicitor. The covenant appears to me to be unprofessional and unfair.

W. H. H.

CASES OF THE WEEK.

Court of Appeal.

CLEAVER AND OTHERS *v.* **MUTUAL RESERVE FUND LIFE ASSOCIATION**—No. 1, 8th December.

INSURANCE, LIFE—POLICY FOR BENEFIT OF WIFE OF INSURED—MURDER OF INSURED BY WIFE—RIGHT OF EXECUTORS TO POLICY-MONEYS—TRUST FOR WIFE—PUBLIC POLICY—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), S. 11.

Question of law stated for the opinion of the court under ord. 34, r. 2. On the 3rd of October, 1888, James Maybrick effected an insurance on his life with the defendants for £2,000, for the benefit of his wife, Florence Maybrick. The policy provided that, for the considerations therein mentioned, the association received James Maybrick as a member, and that "there shall be payable to Florence Maybrick, wife, if living at the time of the death of the said member, otherwise to the legal personal representatives of the said member, the sum of £2,000." James Maybrick died on the 11th of May, 1889, and in August, 1889, Florence Maybrick was convicted of his wilful murder by poisoning him. Her sentence was afterwards commuted to penal servitude for life. This action was brought to recover the moneys due under the policy, the plaintiffs being Richard Cleaver (who sued as assignee of the policy from Florence Maybrick, and as administrator of her property under the Act of 1870 to Abolish Forfeitures for Treason and Felony) and the executors of the will of James Maybrick. The claim of Cleaver was abandoned before the hearing. The question of law was "whether, if it be proved that James Maybrick died from poison intentionally administered to him by Florence Maybrick, that would afford a defence to this action (*c*) as against the executors of James Maybrick." The Queen's Bench Division (Denman and Wills, JJ.) held that this afforded a good defence upon the ground of public policy, as the executors would hold the moneys for Mrs. Maybrick (see 39 W. R. 638). The executors appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.), having taken time to consider, allowed the appeal.

Lord ESHER, M.R., said that there was a rule that if a contract be made contrary to public policy, or if its performance be contrary to public policy, it could not be enforced. But that rule must be narrowly watched, especially where persons had received full consideration for the contract, and who had only to pay the money under the contract, and it must not be stretched one step beyond what was necessary. The policy here stated that the defendants had received James Maybrick as a member, and that on his death there should be payable to his wife, if then living, otherwise to his legal personal representatives, £2,000. Apart from the Married Women's Property Act, 1882, the legal effect of this policy was a contract with the insured to pay on his death £2,000 to his wife, if then living, or, if not living, to his personal representatives. The contract could only be enforced on the death of the insured, and the only persons who could enforce it would be the insured's legal personal representatives. The naming of Florence Maybrick as the person to benefit by the policy would have no effect as between the executors and the insurance company. She was no party to the contract, and the insurance company would have no right to follow the money and see to its proper application by the executors. This question of public policy, therefore, did not arise as between the executors and the defendants. It did not arise until a later stage, when the executors had the money in their hands; and, if claimed from them by Mrs. Maybrick, they could then vouch the rule, and neither she nor anyone claiming under her could get the money. The executors would hold this money as part of the estate of James Maybrick. The rule of public policy as between the executors and the defendants need not, and therefore must not, be applied. Then, with regard to section 11 of the Married Women's Property Act, 1882, the policy, being expressed to be for the benefit of the wife, created a trust for her, and the moneys were not, so long as any object of the trust remained unperformed, to form part of the estate of the insured. He (the Master of the Rolls) considered that where the object of the trust had become impossible the object of the trust might be considered as performed. The section must be read subject to the rule of public policy, and Mrs. Maybrick had rendered the trust incapable of being performed. She must therefore be struck out of the trust, and the trust must be considered as performed. The executors, then, hold the money, the trust for her having failed, for the estate of the insured—that is, for his creditors, and then for his children, who claimed, not through the mother, but through the father. There was therefore no defence to the claim by the executors.

FRY, L.J., concurred. Independently of the Married Women's Property Act, 1882, the effect of the policy was to create a contract by the defendants with James Maybrick that the defendants would, in the event which had occurred, pay Florence Maybrick £2,000. The cause of action for breach of that contract would vest in his executors, not in the wife. She was a stranger to the contract. Section 11 of the Married Women's Property Act, 1882, dealt with policies like the present, effected for the expressed benefit of the wife. The executors became the trustees of the policy-moneys under that section. The trust created by the statute in favour of the wife must be read subject to the rule of public policy. Consequently either the trust had either never arisen, or it had, by the act of the *cestuis que trust*, become capable of enforcement. The executors, then, not being trustees for Florence Maybrick, a resulting trust arose for the insured's estate. The rule of public policy must be applied as against any claim by the wife under her husband's will or intestacy. The rule must be applied so as to exclude from benefit the criminal and all claiming under her, but not so as to exclude alternative or independent rights. The executors were the assigns in law of the innocent insured, and were claiming through him, and the rule of public policy threw no impediment in the way of their claiming. The crime of one person might prevent that person from asserting what would otherwise be a right, and might accelerate the rights of third persons, but could never prejudice or injuriously affect those rights. Public policy, therefore, prevented Florence Maybrick from asserting any title as *cestui que trust* of this fund, and thereby brought into operation the resulting trust in favour of the estate of the insured.

LOPES, L.J., concurred.—COUNSEL, *Sir Charles Russell*, Q.C., and *Reginald J. Smith*; *Sir Edward Clarke*, S.G., and *Hextall*. SOLICITORS, *Sharpe, Parker, & Co.*, for *Cleaver, Holden, & Co.*, Liverpool; *Robinson & Stannard*.

[Reported by W. F. BARRY, Barrister-at-Law.]

EYRE *v.* **CORPORATION OF LEICESTER**—No. 1, 7th December.

PRACTICE—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 5 (a)—DISCRETION OF COURT TO APPOINT AN ARBITRATOR.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Wright, J.) (*ante*, p. 62). The plaintiff had been employed by the defendants to construct a sewer, and the contract contained a provision that disputes arising under it should be referred to arbitration. After the completion of the contract a dispute arose on the plaintiff's claim, part of which was admittedly within the arbitration clause of the contract. He then called upon the defendants to appoint an arbitrator, but they refused. He then gave them notice "to concur with him in the appointment of a sole arbitrator" to act in the matter, and that in default he would apply to the court, under section 5 of the Arbitration Act, 1889, to appoint an arbitrator. The defendants refused to comply, and he applied at chambers for an order, but was refused by the master and judge (Pollock, B.), on the ground that his notice was not a proper one. The Divisional Court, however, granted the application, and directed the matter to be referred to the master to say whether it was a case in which an arbitrator should be appointed, and, if so, to name the arbitrator. The defendants appealed, contending that section 5 gave the court a discretion to appoint an arbitrator or not, as it might think fit, and that this was not a proper case for exercising that discretion.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that he agreed with the decision of the Divisional Court in every respect except as to the question of discretion. In his opinion when a dispute was within the arbitration clause, and when notice to appoint an arbitrator had been given by one party and had not been complied with by the other, the court had no discretion, but must appoint an arbitrator when called upon to do so by the party giving the notice. It would be monstrous if in such a case the court could, by refusing to appoint an arbitrator, force the parties to go to law in spite of their express agreement to submit their dispute to arbitration. It was true that section 5 said that "the court or a judge may" appoint the arbitrator, but in his opinion "may" must there be read as equivalent to "must."

LOPES, L.J., concurred.

KAY, L.J., said that even if the court had a discretion to refuse to appoint an arbitrator, this was not a case in which that discretion ought to be exercised. He wished, however, to guard himself from saying that in every case under the section "may" must be construed as meaning "must."—COUNSEL, *A. T. Toller*; *C. E. Jones*. SOLICITORS, *Field, Roscoe, & Co.*, for *Storey*, Leicester; *Jacques & Co.*, for *Lancaster & Wright*, Bradford.

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

WELCH, PERRIN, & CO. *v.* **ANDERSON, ANDERSON, & CO.**—No. 1, 3rd December.

CONTRACT—DAMAGES FOR BREACH—DEMURRAGE OF RAILWAY TRUCKS.

This was an application by the defendants for a new trial. The action was brought for damages for breach of contract, and was tried before Lord Coleridge, C.J., and a special jury, and a verdict for the plaintiffs for £42 was returned. The defendants, who were shipping brokers, had agreed with the plaintiffs to ship a cargo of tiles on board a certain vessel which was lying in the India Docks, and the plaintiffs agreed to have the tiles alongside the vessel ready for loading by December 16. In the ordinary way such goods were taken alongside vessels by the dock company, who made a fixed charge for porterage and wharfage, which included three weeks' demurrage. The plaintiffs, however, were desirous of paying a cheaper rate, and they accordingly arranged with a railway company to take the tiles from their manufactory to the quay alongside the vessel. The tiles were accordingly brought to the docks and were there by December 16. After some of the tiles had been put on board the vessel the defendants declined to receive any more on board her, but arranged for the transport of the residue of the tiles in another vessel, and they were loaded on board the latter within three weeks from December 16. The railway company had charged the plaintiffs £42 for the detention of their trucks after December 16, and the plaintiffs claimed to recover this sum from the defendants as damages for their breach of contract. No notice of the arrangement between the railway company and the plaintiffs had been given to the defendants, and they therefore contended that they were entitled to expect that the plaintiffs would have transported their goods by the ordinary arrangement with the dock company, and consequently that they would be entitled to three weeks' demurrage.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) refused the application.

Lord ESHER, M.R., said that the only question was as to the damages. The natural and ordinary result of the refusal of the defendants to take the tiles in the specified vessel was that the vehicles in which the tiles had been brought alongside, whether they were barges, wagons, or trucks, would be detained. The defendants contended, however, that if the plaintiffs had adopted the ordinary mode of transport, they would have been entitled to three weeks' detention of these vehicles, and that in that case no damage would have accrued. They said, further, that in the absence of any notice from the plaintiffs they were entitled to assume that they would take the ordinary course. That was quite a mistake. The defendants had no right to suppose any such thing. The plaintiffs had a right to carry their goods alongside in any way they pleased, and the defendants had no right to tie them down to any particular mode of transport. The case might really have been treated as an undefended one, but the verdict had been given for the plaintiffs, and was quite right.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Barnes*, Q.C., and *Scrutton*; *Murphy*, Q.C., and *J. G. Witt*. SOLICITORS, *Parker, Garrett, & Parker*; *Saunders, Hawksford, & Bennett*.

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

HOSKING *v.* **PAHANG CORPORATION**—No. 1, 4th December.

CONTRACT—CONSTRUCTION—CONDITION PRECEDENT—AGREEMENT FOR EMPLOYMENT OF MINING AGENT—STIPULATION FOR ALLOWANCE OF A HOUSE—RIGHT TO TREAT CONTRACT AS CANCELLED.

This was an application by the defendants for a new trial, or that judgment might be entered for them. The plaintiff sued the defendants for breach of a contract entered into between the parties, by which the defendants appointed the plaintiff to be their assistant mining agent at their mines at Pahang, at a salary of £700 a year for three years. By the terms of the contract the plaintiff was to be allowed his travelling expenses and a house free of rent. The corporation further agreed to pay the expenses of his passage out to Pahang, and also of his passage home at the end of the term. In pursuance of this agreement the plaintiff went out to Pahang, and entered upon his duties. The defendants provided a house for him, in which he lived alone for some months, when, in accordance with the orders of the local director, a miner commenced to

occupy part of the house. The plaintiff, treating this as a repudiation of the contract, left Pahang, and on his arrival in England brought this action. The trial took place before Lawrance, J., and a jury, when a verdict was found for the plaintiff for the amount of six months' salary and his passage money home. It was argued on behalf of the defendants that, on the supposition that the plaintiff was entitled under the contract to have a house for himself alone, he could not rightly repudiate the whole contract on the mere gronnd that he was not so provided with a house to himself. If he was injured thereby, he might have claimed damages. But there was nothing in the nature of a condition precedent, and he was not entitled to treat the contract as at an end, as he had done: *Betttni* v. *Gye*, 24 W. R. 551, 1 Q. B. D. 183. On the part of the plaintiff it was contended that the defendant's breach of contract went to the root of the consideration; his having a separate abode for himself was an essential part of the contract. The case of *Honck* v. *Muller* (29 W. R. 830, 7 Q. B. D. 92) was cited.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.,) held that, the action having been brought in nhe way in which it had been brought, there ought to have been a nonsuit, and ordered judgment to be entered for the defendants. The question was whether the breach of contract on the part of the defendants to provide the plaintiff with a house, if there was a breach of such contract, justified the plaintiff in refusing to stay where he was. Was the siipulation that he should have a house a condition precedent to the defendants calling on him to continue over-looking their mines? The rule of construction applicable to such a case was laid down in *Bettini* v. *Gye*, where Blackburn, J., said that the test was whether the stipulation went to the root of the matter, so that a failure to perform it would render the performance of the rest of the contract by the plaintiff a thing different in substance from what the defendant stipulated for, or whether it merely partially affected it, and might be compensated for in damages. In the absence of any express stipulation that the allowance of a house should be a condition precedent to the plaintiff's being bound to over-look the mines for three years, this case was governed by the rule in *Bettini* v. *Gye*. Here the main object of the contract was that the plaintiff should over-look the mines for three years, and should receive a salary of £700 a year. The agreement that he should have a house must be treated as collateral. The breach of that collateral agreement did not render the performance of the rest of the contract a thing different in substance.—COUNSEL, *Murphy*, Q.C., and *Tyrrell Paine*; *Bowen Rowlands*, Q.C., and *Arthur Smith*. SOLICITORS, *Robbins, Billing, & Co.*; *Paine, Son, & Pollock*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

Re **WYATT, WHITE** *v.* **ELLIS**—No. 2, 8th December.

TRUST—REVERSIONARY INTEREST IN TRUST FUND—INCUMBRANCES—NOTICE—PRIORITY.

The questions raised in this case were as to the effect and operation of notice to trustees of a trust fund, and the determination of priorities as between successive equitable incumbrancers. The facts were as follows:—A married woman who was entitled under a will to a reversionary interest in trust funds vested in two trustees, Sharp and Ellis, executed a settlement of her interest in the fund. Sharp acquired notice of the settlement, but Ellis had no notice of it. Some years afterwards the lady mortgaged her interest in the trust fund without disclosing the prior settlement. Before the mortgage was executed the intending mortgagee made inquiries of both Sharp and Ellis whether they had notice of any prior incumbrance. Sharp gave an evasive answer, leaving it absolutely uncertain whether he had or had not any such notice; Ellis answered, truthfully, that he had no notice. On that information the money was advanced, and the mortgage executed, and notice of it was given to both Sharp and Ellis. Sharp subsequently died, and a new trustee of the fund was appointed in his place, and afterwards the interest of the married woman in the fund became an interest in possession. A conflict for priority then arose between the trustees of the settlement of the married woman and her mortgagee. Stirling, J., held on these facts that the settlement had priority to the mortgage. The mortgagee appealed.

The written judgment of the COURT (LINDLEY, BOWEN, and FRY, L JJ.) dismissing the appeal was prepared by

FRY, L.J.—The material parts are as follows:—In considering the competing claims of the settlement and the mortgage it is to be observed that both are equitable assignments, that the settlement is prior in point of date, and that there is no circumstance suggested as giving the mortgage a better equity, except the fact of notice. Does the notice, then, given by the mortgagee to Sharp and Ellis prevail over the notice of the prior settlement given to Sharp alone? It has been argued on behalf of the mortgagee that the notice to Sharp availed only so long as he lived; that on his death Ellis became the sole trustee of the fund; that he had no notice of the settlement, but had notice of the mortgage; that he was consequently trustee for the mortgagee, and not for the settlement trustees, and ought to pay the money to his *cestui que trust*. In the event of the distribution of a fund which is vested in two or more trustees, it is the duty of both trustees to act, and for both to consider what notices each has received of charges or assignments. If there be two trustees, each of whom has received a notice of a distinct charge, it would be the duty of both to act upon the notices received by each, and to deal with the fund according to the priority of the charges. To this extent, and in this event, therefore, it may be said that notice to one trustee is notice to both. It follows from this duty on the part of the trustees in the distribution of the fund that a person who is about to take an equitable charge cannot do so safely until he has learned from every trustee of the fund that he has no notice of any existing charge, and it seems not unreasonable to hold that, if he take without such information, he ought to be postponed to any charge of which notice had been given to any one of the existing trustees, and of which, on the assumption that the trustee told the truth, he would have acquired knowledge if he had obtained an answer from the trustee. If the trustee who has received the notice has died before the charge in question is taken, it may be that the notice has become inoperative, and the second charge may, by inquiry and notice duly made and given, acquire a priority. It may be true to say that the notice to Sharp availed only so long as he lived, and that the fact that he was alive when the mortgage was taken may be sufficient to postpone, to the settlement, of which he had notice, that mortgage which was taken without any information from him, as to the charges of which he had received notcie. The time of the taking of the subsequent charge—or, more exactly, the time when the inquiry was or ought to be made of the trustees, and not the period of distribution—thus appears to be the critical moment. This line of reasoning has much to commend it on principle; but, whether right or wrong, it appears to us to have been adopted by authorities which are binding upon us. In *Smith* v. *Smith* (2 Cr. & Mee. 231), decided in 1833, Lord Lyndhurst, C.B., giving the judgment of the Court of Exchequer, said (p. 233): "A second assignee, in order to have obtained priority over the plaintiff, must have shewn that he had exercised proper caution in taking the assignment; that he had applied to the trustees to know if any previous assignment had been made, and, unless he applied for this purpose to each of the trustees, he would not have exercised due caution, or done all that he ought to have done. But if he applied to each of the trustees he would have been informed by one of them of the previous assignment to the plaintiff, and he must then have taken the property, if at all, subject to the claim of the plaintiff." In *Meux* v. *Bell* (1 Hare, 73), decided in December, 1841, Wigram, V.C., adopted, as the criterion by which the successive incumbrancers were to be regulated, this question: Was there, in point of fact, at the time of the inquiry by the second incumbrancer, an existing notice of the first charge? If there was, the first incumbrancer retained his priority; if there was not, he lost it. Lastly, in *Willes* v *Greenhill* (4 De G. F. & J, 147), decided in November, 1861, Lord Westbury, C., said: "I entirely adopt what was decided in the case of *Smith* v. *Smith*, and the reasons laid down for that decision. It was there held that notice to one trustee was sufficient, because a subsequent incumbrancer or assignee would be under an obligation to inquire of every one of the trustees, and therefore he would have to inquire of the one to whom notice had been given." These cases do not, in the exact circumstances, agree with the one before us; but they show that whilst Sharp was living the settlement had priority over the mortgage. It would be strange if his death, all other circumstances remaining the same, could change the priorities: if the rights of *cestui que trusts*, as between themselves, were altered by the death of one of their trustees; or if those rights depended on which of the trustees might die first. The cases which were especially pressed upon us as authorities to the contrary of those which we have above cited were *Timson* v. *Ramsbottom* (2 Keen, 85) and *Nolan* v. *O'Brien* (7 L. R. Ir. Ch. D. 180); but in both those cases the second charge was taken after the death of the trustee to whom notice of the prior assignment had been given, and consequently no diligence in making inquiry would have led to a disclosure of the prior incumbrance. In the present case, as Sharp, the trustee who had received notice of the settlement, was alive when the mortgage was taken, and as the mortgagee thought fit to advance his money without any information being given by Sharp, we are of opinion that he so lent the money subject to the priority of any incumbrance or assignment of which Sharp had received notice. To inquire of a trustee and to proceed without answer from him is in our opinion the same thing as proceeding without inquiry. An ingenious puzzle was propounded by Mr. Ford, on behalf of the mortgagee, to induce us to depart from the principle which we have stated. He said, Suppose there are two trustees of the fund A. and B. The first incumbrancer gives notice of his charge to A. only; the second gives notice of his charge to A. and B.; then A. dies, and a third incumbrance is created of which notice is given to the surviving trustee B.; the third incumbrancer, it is said, will stand after the second, because B. had notice of the second incumbrance, but he will also stand before the first, for B. was unaffected by any notice of that incumbrance. The solution of the difficulty is probably to be found in the view that the third incumbrancer is subrogated to the rights of the first to the extent of his charge, and to that extent, and that extent only, can take in priority of the second incumbrancer, by which the latter sustains no injury; but that as to any excess of the amount claimed by the third incumbrancer he comes in after the second: so that the fund would be distributed as follows; first, to the third incumbrancer to the extent of the claim of the first; secondly, to the second incumbrancer; thirdly, to the third incumbrancer to the extent to which he might remain unpaid after the money he had received whilst standing in the shoes of the first incumbrancer: see *Benham* v. *Keane* (1 J. & H. 685, 3 De G. & J. 318), where a similar problem was similarly solved. The appeal must therefore be dismissed.—COUNSEL, *Rigby*, Q C., and *E. S. Ford*; *Graham Hastings*, Q.C., and *S. B. L. Bruce*; *Spence*. SOLICITORS, *Robins, Hay, Waters, & Lucas*; *Fardell & Canning*; *Budd, Johnson, & Jecks*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

JONES *v.* **MERIONETHSHIRE PERMANENT BENEFIT BUILDING SOCIETY**—No. 2, 5th December.

CONTRACT—AGREEMENT TO STIFLE PROSECUTION—ILLEGAL CONSIDERATION—ACTION AT LAW TO ENFORCE CONSIDERATION—ACTION IN CHANCERY FOR CANCELLATION—ONUS OF PROOF.

In January, 1890, the Merionethshire Society brought an action in the Queen's Bench Division against T. E. Jones and Catherine Jones, the brother-in-law and mother-in-law respectively of J. Cadwaladr (since

deceased), the former secretary of the society, to enforce payment of two promissory notes given by them to the society; the Joneses as defendants in that action raised the defence that the notes were given to and received by the society on condition that the society would not take criminal proceedings against Cadwaladr for embezzlement of their funds; and the Joneses, further, brought an action in the Chancery Division against the society claiming a declaration that the notes were invalid, as having been given to and received by the society for the purpose of stifling the prosecution of Cadwaladr, and that the notes might be cancelled. By an order made on the 21st of February, 1890, on the application of the Joneses, the plaintiffs in the Chancery action, it was, with the consent of the society, the defendants in that action, ordered that the Queen's Bench action should be transferred to the Chancery Division and consolidated with the Chancery action so that the two should be tried together as one, upon payment by the plaintiffs, the Joneses, to the society of the amount of the promissory notes, the society undertaking to repay the same to the plaintiffs if the court should so order. Under these circumstances the case came on for trial before Vaughan Williams, J., sitting as a judge of the Chancery Division, and upon the evidence the findings of the judge were in substance as follows: that Cadwaladr had embezzled money of the society, and that the directors had become aware of that and had threatened to prosecute him; that the plaintiffs, the Joneses, gave the notes to the society actuated by the desire to prevent the prosecution of their relative, and that the directors knew that that was their motive, but that the directors had made no promise in words to the plaintiffs that they would not prosecute. The learned judge upon these findings held that there was an implied agreement between the plaintiffs and the society that there should be no criminal proceedings taken against Cadwaladr, that the agreement was void, and that the notes should be cancelled. The society appealed.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) dismissed the appeal, but, under all the circumstances of the case, without costs.

LINDLEY, L.J., after referring to the manner in which the case came before the judge below, said that the kind of proof required to enable the present plaintiffs to protect themselves as defendants in an action at law upon the notes was different from the kind of proof necessary to enable them to succeed as plaintiffs in an equitable action to set aside the notes. In an action at law, where the defence depended on the ground of illegality, it was essential for the defendant to prove an agreement to stifle a prosecution. That was laid down in *Wallace* v. *Hardacre* (1 Camp. 45), which was decided in 1807, and that decision had been followed down to the present time. But if an action was brought in a court of equity, the plaintiff in such an action was not entitled to relief, on the ground of the illegality of his own conduct. In order to obtain relief in such an action he was bound to prove pressure or undue influence in addition to proving that the agreement was illegal. That principle was illustrated by the cases of *Osbaldiston* v. *Simpson* (13 Sim. 513) and *Williams* v. *Bayley* (L. R. 1 H. L. 200). Here there was no proof of pressure or undue influence, and but for the order by which the common law action was transferred to the Chancery Division and the two actions were directed to be tried together the present plaintiffs could not have been granted relief. The real question was, Was there an agreement not to prosecute? Upon the findings of the learned judge below it was impossible to avoid inferring as a fact that the promissory notes were not only given in the expectation that there would be no prosecution, but also that they were given for the express purpose of preventing the prosecution, that this purpose was known to the directors, that they took the notes on that footing, and that the whole transaction proceeded on the basis of there being an implied condition that the directors would not prosecute.

BOWEN, L.J., said that there was no absolute duty to prosecute in all cases, but that the duty to prosecute or not was a duty which the injured person owed to society, and depended on the moral and social circumstances of each case. The law with regard to the exercise of this duty was that it was not to be made the subject of private bargain. Embezzlement was a crime against the public as well as against the individual, and in dealing with a case of that kind the public interests should be considered. On the other hand reparation was a duty which the offender owed, and it would be laying down an impossible counsel of perfection to say that the relatives of the offender ought not to assist him, or that reparation should have no effect on the mind of the injured party. But the duty of the injured party to himself and others was that he must make no bargain about reparation, and if the transaction took the form of a bargain that reparation should be made, then it was unlawful. It was impossible in the present case, upon the findings, not to come to the conclusion that there was an implied agreement not to prosecute.

FRY, L.J., concurred.—COUNSEL, *Reid*, Q.C., *Haldane*, Q.C., and *Rawlins*; *Jelf*, Q.C., and *H. Terrell*. SOLICITORS, *Robbins, Billing, & Co.*, for *G. E. Ellis*, Blaenau Festiniog; *Indermaur & Brown*, for *J. T. Roberts & Roberts*, Carnarvon.

[Reported by M. J. BLAKE, Barrister-at-Law.]

WHITLEY *v.* **CHALLIS**—No. 2, 2nd December.

PRACTICE—MORTGAGE—EQUITABLE MORTGAGE—"HOTEL AND BUILDINGS"—RECEIVER NOT APPOINTED MANAGER.

This was an appeal from Kekewich, J. The defendant Challis, by an indenture of the 23rd of December, 1886, charged his interest in a certain building agreement, "and the premises comprised therein, and the hotel and building to be erected, and the lease to be granted," under it, to one Maxwell, with the sum of £752 10s., subject only to a first charge to the landlord not exceeding £12,000, for moneys to be advanced to erect the hotel, and further agreed to execute to Maxwell a valid second mortgage of the premises comprised in the lease to be granted "of the said premises, hottel, and buildings," either by way of assignment or underlease, for the £752 10s., or so much thereof as should be owing. The hotel was built, and Challis carried on the business of an hotel-keeper on this and some adjoining premises. No mortgage was executed to Maxwell, who, on the 19th of December, 1890, executed an assignment for the benefit of his creditors, and the plaintiff was the trustee. The plaintiff brought an action in respect to this and other property, asking for foreclosure, sale, and a receiver, in October, 1891; and shortly afterwards moved that a proper person should be appointed receiver and manager of the hotel business. Kekewich, J., made the order, and the defendant appealed against it so far as it appointed the receiver to manage the business.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that, to decide the case, one must look at the rights of the plaintiff under the mortgage agreement, from which it was clear that any legal mortgage to be granted under it would not comprise the business or goodwill of the hotel; but would be merely a security on the houses comprised in it. That being the only security to which the plaintiff was entitled, he appeared to be endeavouring to claim something which he had not a right to. A mortgagor was only appointed by the court with a view to a sale of property, and here the receiver would thus become entitled to sell something which the mortgagee had no right to. In the cases referred to in the argument, the appointment of a manager had been justified by the nature of the security. Here the business was excluded from it.

BOWEN, L.J., concurred. The appointment of a manager depended upon the nature of the security and the court's jurisdiction to realize it by sale. Here it appeared that the goodwill of the business was clearly excluded from the security, and the court could not appoint a manager of it. In all the cases referred to, the goodwill of the businesses (*e.g.*, a colliery or hotel) had been expressly or impliedly included in the security. Nor could this be supported, as had been attempted, as an order for the manager to enter and carry on a new business on the premises.

FRY, L.J., was of the same mind. This goodwill was not within the charge or the proviso for the complete mortgage; and the court had no jurisdiction to start and carry on a new busin ss upon such premises by making such an order as this.—COUNSEL, *Micklem*; *Marten*, Q.C., and *Butcher*. SOLICITORS, *Trollope & Winckworth*; *Ullithorn, Curry, & Villiers*, for *Burr & Co.*, Keighley.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

High Court—Chancery Division.

Re **H. S. TRITTON**—North, J., 5th December.

PRACTICE—MORTGAGE—STATUTORY POWER OF SALE—CONVEYANCING ACT, 1881, s. 21, SUB-SECTION 2.

This was an originating summons, applying for an order under section 17 of the Land Registry Act, 1862, directing the registrar to register an indefeasible title in fee simple in a purchaser under the following circumstances:—The property, to which the title was claimed, was mortgaged in July, 1886, by W. Thomas to G. and J. E. Woodly, and the mortgage contained a proviso that "the statutory power of sale should not be exercised till after the expiration of six calendar months from the service of notice to that effect upon the mortgagor by the mortgagees, or till some half-yearly payment of interest should be in arrear and unpaid for three calendar months." W. Thomas, the mortgagor, died in May, 1888. In the December following, the mortgage was transferred to W. A. Thomas and J. O. Morris, who, by an indenture of the 9th of May, 1891, purported, in exercise of the power of sale conferred by the Conveyancing Act, 1881, and of all other powers in any wise enabling them in that behalf, to convey the property to the applicant in fee simple. The property was already entered on the register at the Land Registry; and the applicant's solicitors, on the execution of the conveyance of the 9th of May, left the deed at the registry, with a request that the applicant might be registered as entitled in fee simple with an indefeasible title. The registrar objected that, "in consequence of the proviso in the mortgage of July, 1886, it must be shewn that the six calendar months' notice had been served upon the mortgagor, or that half a year's payment of interest was in arrear for three calendar months." The applicant's solicitors replied by referring to sub-section 2 of section 21 of the Conveyancing Act, 1881, which enacts that, "where a conveyance is made in professed exercise of the power of sale conferred by that Act, the title of the purchaser shall not be impeachable on the ground that no case had arisen to authorize the sale, or that due notice was not given, or that the power was otherwise improperly or irregularly exercised; but any person damnified by an unauthorized, or improper, or irregular exercise of the power shall have his remedy in damages against the person exercising the power." To this the registrar answered: "The proviso at the end of the mortgage, that the statutory power of sale shall not be exercised until after the expiration of six calendar months, &c., is not affected by section 21 of the Conveyancing Act, 1881, inasmuch as the statutory power does not arise until the notice required by the deed has been given, and a purchaser would have notice of this provision as well as of the statutory power, and would therefore be bound by it"; and he accordingly refused to register the title as requested, unless his original requisition were complied with, or with the consent of the mortgagor. The applicant then referred the matter to the court, and took out this summons. When the case came on for hearing on the 30th of October, North, J., ordered it to be adjourned for notice to be given to the mortgagor to appear. On its now coming on again, an affidavit of the applicant was produced, in which he said that "at the date of the purchase he had no knowledge (nor had he such knowledge now) that the events mentioned in the proviso, or either of

them, had not taken place:" and an affidavit of a solicitor was read, in which the deponent said that he had acted as solicitor to W. Thomas with reference to this property up to the time of his death, and had since acted, and was still acting, for W. A. Thomas and J. O. Morris who were the trustees of his will, and that he acted for the family generally in reference to W. Thomas' estate; he further stated that, as solicitor for the trustees, he had received the usual written notice from the registrar of the Land Registry, calling for any objections to the proposed registration of title, but he had taken no notice, as he had no objection to make, and he added that he consented to the proposed registration.

NORTH, J., said that the affidavit of the applicant saying he had no "knowledge," that the proviso had not been complied with, was not sufficient; for, though he had no knowledge, he might have had notice. But the affidavit of the solicitor to the trustees of the mortgagor's estate was sufficient; for the registrar was bound to give notice to the parties interested of the application to register the title, and the fact of his having given notice to the solicitor of the trustees was not inconsistent with his having given proper notice to all parties. And the order might therefore go, for the registrar to register the purchaser as entitled in fee simple with an indefeasible title.—COUNSEL, *Arnold Herbert*. SOLICITORS, *Minshall, Parry-Jones, & Co.*, for *Pugh & Bone*, Llandudno.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **BOWMAN** (Deceased), **BOWMAN** *v.* **BOWMAN**—Mathew, J., for Stirling, J., 2nd December.

WILL—DESCRIPTION—NAME—INTENTION—EVIDENCE.

This was an action for the construction by the court of the will of the late Thomas Bowman, of Hawkshead, in the county of Lancaster. By his will, dated September 29, 1874, the testator appointed the plaintiffs and J. Nanson (since deceased) his executors and trustees, and, after making certain bequests, devised the residue of his property to his trustees upon trust to pay debts, &c., and, subject thereto, upon trust for (among others) Richard Bowman, William Bowman, and Edmund Bowman, sons of his late cousin William Bowman, of Liverpool, in equal shares. The testator died on April 20, 1889, and his will and two codicils were duly proved by the plaintiffs. The testator's cousin William Bowman had been twice married. There were eight children of the first marriage. One of them, George Edmund Bowman, who was born on October 14, 1841, was, to the knowledge of the testator at the date of his will, and still remained, a lunatic in an asylum in Australia. By his second marriage William Bowman had six children, one of whom was named Edward Allison Bowman. The question for the determination of the court was who was the person meant by the description "Edmund Bowman, son of my late cousin William Bowman." For Edward Allison Bowman evidence was tendered to prove that he was always called "Edmund" by the testator, and that George Edmund was always called "George" simply. It was contended for George Edward Bowman, on the authority of *Charter* v. *Charter* (L. R. 7 E. & I. App. 364), that evidence was not admissible as to the declarations of the intention of the testator, as there was no literal ambiguity in the will itself.

MATHEW, J., decided to hear the evidence, and, after hearing it, he said it was quite clear that the testator meant Edward Allison Bowman as the person who was to be entitled to the beneficial interest under his will and codicils, and his lordship made a declaration accordingly.—COUNSEL, *Clare; Beale*, Q.C., and *Grosvenor Woods; Hastings*, Q.C., and *C. E. Jenkins*. SOLICITORS, *Harrison & Powell*, for *Little & Lamonby*, Penrith, Cumberland; *Snow, Snow, & Fox*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

JOHNSTON & CO. *v.* **EDGE**—Mathew, J. (for Stirling, J.), 4th December.

PATENT—ACTION TO RESTRAIN THREATS OF LEGAL PROCEEDINGS FOR INFRINGEMENT—"DUE DILIGENCE" IN COMMENCEMENT AND PROSECUTION OF ACTION—DAMAGES—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 32.

This was an action brought under section 32 of the Patents, Designs, and Trade-Marks Act, 1883, asking for an injunction to restrain the defendant from issuing threatening circulars to the plaintiffs' customers and others, and for damages. The plaintiffs are manufacturers of blue, and since 1867 have carried on business at Liverpool. In 1889 they commenced to pack large quantities of blue in bags under the trade-mark "The Very Blue" for sale to their trade customers. The defendant is also manufacturer and patentee of "Dolly Blue," the patent being for a new and improved method of wrapping or parcelling up soluble or insoluble blue or other colour. On the 25th of September, 1890, the defendant issued the following circular to customers of the plaintiffs and others:—"*Edge* v. *Harrison and others*—An action in the High Court of Justice, Queen's Bench Division, E., No. 220, 1890, *Edge* v. *Harrison and others*, for selling an imitation of the 'Dolly Blue' of Mr. William Edge, of Bolton, is now awaiting trial. Mr. William Edge, of Bolton, has been compelled to commence this action in order to protect his trade of the manufacture and sale of bag blue from the numerous imitators who are endeavouring to pirate his goods by the introduction of articles made up in the same way and of similar appearance, but of poor quality. In this action an injunction is sought to restrain the defendants from making up their blue in bags similar to the plaintiffs' bags, or so nearly resembling them as to be calculated to deceive; and it is confidently believed that by the judgment in this action such imitations will be effectively stopped. In the meantime he desires to give you warning that if you sell bag blue made in imitation of Edge's blue by anyone except Mr. William Edge, of Bolton, you will be injuring him and helping those who are imitating him and are now being proceeded against. It is his duty to inform you of this fact, and that, if the judgment of the court be in his favour, all sellers, or manufacturers, or other persons endeavouring to pass off fraudulent imitations of his goods will be liable to prosecution at law.—R. & R. C. WINDER, Bolton, Solicitors for Mr. Edge." The defendant also sent out in his boxes containing "Dolly Blue" the following circular:—"Notice to Grocers and Others.—Information of extensive violation of Mr. William Edge's patent rights has been received. All parties are warned not to infringe these rights.—R. & R. C. WINDER, Solicitors." The defendant then brought an action against the plaintiffs for fraudulently imitating his goods. The statement of claim was delivered on the 27th of December, 1890, and on the 31st of January, 1891, the claim was amended by adding a claim for infringement of patent rights in connection with "Dolly Blue." The plaintiffs' evidence proved that the circulars caused a falling off in the numbers of the plaintiffs' customers, and that grocers who had received the notices did not buy "The Very Blue" after having received the warning contained in the circulars. Section 32 of the Act is as follows:—"Where any person claiming to be the patentee of an invention, by circulars, advertisements, or otherwise, threatens any other person with any legal proceedings or liability in respect of any alleged manufacture, use, sale, or purchase of the invention, any person or persons aggrieved thereby may bring an action against him, and may obtain an injunction against the continuance of such threats, and may recover such damage (if any) as may have been sustained thereby, if the alleged manufacture, use, sale, or purchase to which the threats related was not in fact an infringement of any legal rights of the person making such threats; provided that this section shall not apply if the person making such threats with due diligence commences and prosecutes an action for infringement of his patent." The plaintiffs' counsel did not ask for an injunction, but an inquiry as to damages. They pointed out that the solicitors' letter of complaint was written on the 28th of March, 1890, and the action was not commenced until the December following. The defendant had not shewn due diligence in commencing and prosecuting his action, and the claim for infringement of patent was an afterthought. On behalf of the defendant it was submitted there was no evidence to bring the case within section 32 of the Act. The issue of a general notice has never been held sufficient to give a good cause of action; it might have been different had the circular been sent to the plaintiffs. The action had been commenced with due diligence within the section. The action was not made into a patent action until it was necessary by reason of the particulars of objections, which disclosed a patent almost identical with the defendant's patent. *Challender* v. *Royle* (36 W. R. 357, 36 Ch. D. 425, at p. 441), *Ungar* v. *Sugg* (8 Rep. Pat. Cas. 385), and *Colley* v. *Hart* (38 W. R. 501, 44 Ch. D. 179), were cited.

MATHEW, J., said that the plaintiffs had brought themselves within the Act, and had satisfied him that the threats were not general, but came within the meaning of the section, and were not concluded by the cases cited by Mr. Bousfield. The circulars purported to be signed by the defendant's solicitors, and were sent out with the goods of the defendant, and warned everybody taking the goods that they might find themselves involved in an action for infringing Edge's patent rights. That seemed to him to be what the section pointed at. He thought at first the section was confined to the person to whom the threat was issued, but, on reading it a second time, he thought every person aggrieved might bring the action. As to the proviso—the action had not been prosecuted with due diligence. It was not until proceedings had been taken to revoke the defendant's patent that he amended his claim and included a claim for infringement of patent rights. The plaintiffs had made out a *primâ facie* case, and were entitled to an inquiry as to damages. The defendant intimated his intention to appeal.—COUNSEL, *Moulton*, Q.C., and *R. W. Wallace; Bousfield*, Q.C, and *Wilkinson*. SOLICITORS, *Paddison, Son, & Fullilove; Indermaur & Brown*.

[Reported by W. S. GODDARD, Barrister-at-Law.]

LEWIS *v.* **WALKER**—Romer, J. (for Stirling, J.), 4th December.

PRACTICE—OFFICIAL REFEREE—APPLICATION TO SET ASIDE FINDINGS—JURISDICTION—R. S. C., XXXVI., 4, 52—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 10, 14, 15, SUB-SECTION 2.

This was a motion on behalf of the plaintiff, asking that the decision and order of the official referee upon and in relation to certain issues ordered to be tried in the action might be reversed and rescinded, and that judgment might be given for the plaintiff upon such issues, or that the matter might be remitted to the official referee for further hearing and consideration. By three orders of the court it was ordered that five actions pending between the parties (or some of them) be tried by the official referee, and on the application of the parties to all the said actions the official referee ordered, on the 6th of August, 1891, that a trial should be held to determine certain issues of fact. Such trial was accordingly held, and the official referee gave his decision on the issues. On the motion being opened, counsel for the defendants took a preliminary objection that by virtue of section 14 of the Arbitration Act, 1889, an appeal would not lie to this court, but to the Court of Appeal. The order of the official referee is equivalent to a final judgment: *Serle* v. *Fardell* (38 W. R. 733, 44 Ch. D. 299). If the action were brought in the Queen's Bench Division the proper court would be the Divisional Court. R. S. C., ord. 36, r. 4, gives the official referee power to deal with the case in this way. This is not an interlocutory order, it is a judgment of fact. On behalf of the plaintiff it was contended that there was no final judgment: the pleadings were still open. [ROMER, J.—He did not finish the trial of the action—how can an appeal from his findings lie to me?] By virtue of R. S. C., ord. 36, r. 52, and section 10 of the Arbitration Act, 1889. [ROMER, J.—The official referee made no order. He has decided certain points, but

has not completed the trial. How can the court act on this rule dealing with an award until he has given an award?] Such a course has frequently been adopted in the Queen's Bench Division, where the court gives the official referee instructions as to how to conduct his inquiry. Section 15, sub-section 2, of the statute is in point. We cannot go to the Court of Appeal until there is a judgment of the court: *Dyke* v. *Cannell* (31 W. R. 747, 11 Q. B. D. 180).

ROMER, J.: I think this motion fails. It is a case where the whole action is referred by consent to the official referee. Pending the trial, he has tried certain questions of fact and arrived at certain conclusions on such questions, and has done no more. The party against whom such questions have been found now appeals to me to have those findings set aside or reheard. I cannot at this stage interfere. It would be highly inconvenient if, pending trial, an appeal would lie against any portion of the trial on which he has given his decision. No order and no section of the Arbitration Act has been pointed out to me on which I can act. Section 10 refers to the case where an award has been made—here there has been no award. Reference was made to ord. 36, r. 52. On looking at this I am of opinion that it refers to a case where the referee has submitted some question of law or fact to the court. There has been no such submission here. Section 15, sub-section 2, cannot possibly apply, because there has been no report of the referee and no award. Under these circumstances the motion is misconceived, and must be dismissed, with costs.—COUNSEL, *Cock*, Q.C., and *Cagney*; *Lockwood*, Q.C., *E. S. Ford*, and *Montague Lush*. SOLICITORS, *Ullithorne, Currey, & Villiers*; *Johnson, Weatherall, & Sturt*.

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

ROYAL AQUARIUM, &c., SOCIETY (LIM.) *v.* PARKINSON—8th December.

SLANDER—PRIVILEGE—WORDS SPOKEN IN COURSE OF JUDICIAL INQUIRY—COUNTY COUNCIL—MEETING FOR GRANTING LICENCES—ADMINISTRATIVE BUSINESS—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), ss. 3, 78.

This case, which was heard in June last, raised a question as to the privilege or immunity to which county councillors are entitled with respect to words spoken in the course of a meeting held for the purpose of granting or withholding licences. The defendant was a member of the London County Council, and at a meeting of that body held on the 17th of October, 1890, for the purpose of determining what music and dancing licences should be granted (at which meeting the plaintiff company were applicants for a licence), he spoke words imputing to the plaintiff company that they had permitted to be exhibited at the Westminster Aquarium a performance of a highly disreputable character. The plaintiff company thereupon brought an action against the defendant to recover damages in respect of these words. The defendant pleaded absence of malice, and that the occasion on which the words were spoken afforded him absolute immunity, even though he had been actuated by express malice. The action was tried before Hawkins, J., and a special jury, and the judge directed that if the defendant did not honestly believe his statement to be true, but made it for the purpose of defeating the plaintiffs in their application for a licence, then the plaintiffs were entitled to damages. The jury found for the plaintiffs, damages £250. It was argued on behalf of the defendant that the words were spoken on a privileged occasion before a judicial tribunal, and that there was absolute immunity.

HAWKINS, J., in the course of a considered judgment, said that it was not necessary to discuss in minute detail the various occasions affording immunity to judges, counsel, jurors, parties, and others, in the course of a judicial inquiry, making slanderous statements, however maliciously they were spoken. The authorities were clear, since the days of Lord Mansfield, that absolute immunity was granted in such cases; but it ought to be understood that that was not a privilege for them to indulge in malicious slander, but a matter of public policy that they might not be deterred in their utterance from fear of proceedings being taken against them. He did not like to call it privilege, but absolute immunity. That doctrine was not confined to judges of the High Court, but had been held to apply to county court judges and magistrates. The law was absolutely settled, but he proposed now to consider the sole question whether the meeting of the county council at which the words were spoken was a judicial tribunal engaged in a judicial inquiry so as to entitle every one taking part in it to the absolute immunity which the law granted under certain conditions. The granting of these licences was formerly under 25 Geo. 2, c. 36, s. 2, where it was enacted that the justices at the Michaelmas quarter sessions were "authorized and empowered to grant such licences as they in their discretion shall think proper." Ever since the passing of the Act of Geo. 2, up to 1888, when the county council was created, the justices had exercised their jurisdiction. In 1888 the 51 & 52 Vict. c. 41 was passed, and by that Act it was enacted as follows:—Section 3.—"There shall be transferred to the council of each county the administrative business of the justices of the county in quarter sessions assembled, that is to say, all business done by the quarter sessions or any committee appointed by the quarter sessions of the several matters following, namely (V.), the licensing under any general Act of houses and other places for music or for dancing." Section 28, "The county council shall, as respects the business of this Act transferred to them from quarter sessions, be subject to the provisions and limitations in this Act specified, but, save as aforesaid, shall have and be subject to all the powers, duties, and liabilities which the quarter sessions . . . had, or were subject to, in respect of the business transferred." Section 78 was a very important one to consider, more particularly sub-section (2), which provided that "the transfer of powers and duties enacted by this Act shall not authorize any county council or any committee or member thereof (*a*) to exercise any of the powers of a court of record, or (*b*) to administer an oath, or (*c*) to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, or otherwise to act as justices or a justice of the peace." There was no doubt that in the proper discharge of their duties a county council did exercise a discretion in granting or refusing a licence, such as looking to the requirements of the neighbourhood, the character of the applicant, and other things, which had to be carefully considered; but it did not follow while doing so they were to be looked upon as exercising judicial functions. As Lord Halsbury said in *Sharp* v. *Wakefield* (1891, A. C., at p. 179), "An extensive power is confided to the justices in their capacity as justices to be exercised judicially; and 'discretion' means, when it is said that something is to be done within the discretion of the authorities, that that something is to be done according to the rules of reason and justice, not according to private opinion, according to law and not humour. It is to be not arbitrary, vague, and fanciful, but legal and regular." To him (Hawkins J.) it was clear that in granting or refusing a licence the county councillors were fettered by no judicial legal restraints. The Act of George II. authorized the justices to use full discretion; it did not fetter them in any shape or way if they acted honestly in all the circumstances. The discretion was not a judicial one, but the best and most honest judgment a man could come to according to his powers, taking all the circumstances fairly into his consideration. He thought, therefore, in these cases that the powers of the justices in quarter sessions before the Act of 1888, and of the members in the county council meetings since the Act, were simply discretionary. Lord Mansfield's doctrine had always, it appeared to him, been accorded or extended to judges or persons occupying the position of judges. It had not been accorded to arbitrators. The tenour of the Act which conferred the power on the county council was clear. It was impossible to use stronger language. First, in section 3, the Legislature treated the granting of licences as purely administrative business, and he was more fortified in his opinion on reading section 78, already referred to. What language would one expect to find if the Legislature intended to confer judicial functions? He would have expected to find the words "except as herein provided," the county councillors should not exercise any judicial business. He was not surprised to find it was so, because, if one reflected that county councillors might say what they liked at any of those meetings (and he believed there were 139 members in the London County Council), and indulge if they thought fit in the most virulent slander when they came together, it seemed that the present privilege was sufficient; and it was well not to extend the absolute immunity accorded to judges and the other persons mentioned. He thought the privilege which undoubtedly existed was sufficient—namely, that, if the councillors should treat the matters which come before them honestly in the honest belief that what they said was true and was stated without malice towards the individual, there was immunity, though they were mistaken. The immunity claimed was this, that although the plaintiff might have stated, or did, according to the finding of the jury, deliberately state that which he did not honestly believe, he would be privileged. It must be borne in mind, too, that these words were uttered, not under any compulsion, but voluntarily. He did not place much reliance on that small point, but he decided on the broad ground that the immunity which was claimed was claimed for one not within the privileged class of persons, but for a county councillor engaged in merely administrative business. When a man voluntarily stated that which he knew or believed to be untrue for the purpose of influencing his brother councillors, that, in his opinion, constituted malice. By this decision the county council would not be placed in a worse position than many other bodies, as members of boards of guardians or of vestries. The result was that his judgment would be for the plaintiff for £250.—COUNSEL, *Lockwood*, Q.C., and *Dickens*; *Murphy*, Q.C., and *R. M. Bray*. SOLICITORS, *Richardson & Sadler*; *May, Sykes, & Batten*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **KEAYS**—C. A. No. 1, 4th December.

BANKRUPTCY—SUSPENSION OF ORDER OF DISCHARGE—RASH AND HAZARDOUS SPECULATION—SOLICITOR.

This was an appeal by the bankrupt against an order of Mr. Registrar Brougham suspending his order of discharge for four years, on the ground that the bankruptcy had been brought about by rash and hazardous speculation. It appeared that the bankrupt was a solicitor in practice, and was possessed of about £34,000. He became, in 1885, acquainted with a Mr. Burr, who had purchased the life interest of the estates in Sir Richard Mansel's liquidation. It was agreed that Keays should lend Burr £5,000 for the purpose of developing the estates. Subsequently Keays and Burr became partners, it being agreed that Burr should manage the whole business, and that he should have three-fourths and Keays one-fourth of the profits to be made. No articles of partnership were drawn up, and Keays stated that he trusted entirely to Burr and exercised no supervision, and did not keep any accounts of the business. The project turned out to be an entire failure, and the whole of Keays' money, as well as the capital advanced by Burr, was lost, and he, in addition, incurred very large liabilities. It was contended that the fact that he had intrusted all his money to Burr, who had speculated with it, did not amount to rash and hazardous speculation on his part.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.), however, dismissed the appeal, and affirmed the decision of the registrar.

Lord ESHER, M.R., said that it was a question of fact whether or not the bankrupt had brought about the bankruptcy by rash and hazardous speculation. It would need a very strong case to make the court differ

from the registrar on a question of fact, and in this case he was clearly of opinion that the bankrupt had entered into hazardous speculations, and that he had been most rash, indeed almost reckless, in doing so. He desired to add that, in his opinion, whenever a solicitor who was engaged in practice entered into another business which involved speculation he was rash in so doing.

LOPES, L.J., concurred, and said that he thought that any solicitor who departed from his ordinary business and entered into speculations of this kind ran a considerable risk of finding himself in the same position as this bankrupt.

KAY, L.J., agreed, and thought that the case might well be a warning to solicitors.—COUNSEL, *Cooper Willis*, Q.C., and *Arthur Powell*; *Herbert Reed* and *Frank Mellor*. SOLICITORS, *F. L. Keays*; *Hiscott*.

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

NOTICE.

A special general meeting of the members of the Incorporated Law Society will be held in the hall of the society on Friday, the 29th of January, 1892. It will be very convenient if members who desire to move resolutions or to ask questions will give notice to that effect on or before Wednesday, the 6th of January. Notice convening the meeting, containing the resolutions to be moved, and questions to be asked, will in due course be sent to the members of the society.

E. W. WILLIAMSON,
Secretary.

Law Society's Hall, Chancery-lane, Dec. 9.

UNITED LAW SOCIETY.

Nov. 30.—The subject for debate was: "A. travels on a railway without having paid his fare or provided himself with a ticket, but without intent to defraud the company, or evade payment of the fare, and his luggage, which was placed in the luggage van of the train, was lost, can he recover compensation from the company?" Mr. S. Williams moved that the passenger could recover compensation, and was opposed by Mr. Hawkins. The debate was continued by Messrs. Green, Lewis, Walton, Hildesheim, Cox, and Atkin. The motion was carried *nem. con.* An impromptu debate was then held. The next debate will be held on the 14th of December, the subject for discussion being: "That the House of Lords needs reform."

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. John Hunter in the chair. The other directors present were Messrs. H. Morten Cotton, Samuel Harris (Leicester), Edwin Hedger, Grinham Keen, F. P. Morrell (Oxford), Richard Pidcock (Woolwich), Henry Roscoe, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £285 was distributed in grants of relief, three new members were admitted to the association, and other general business was transacted.

LEGAL NEWS.

APPOINTMENTS.

Mr. JOSEPH ADDISON (Linklater, Hackwood, Addison, & Brown), solicitor, 2, Bond-court, Walbrook, E.C., has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Addison was admitted in Trinity, 1862, after passing the final examination with honours, elected a member of the society on the 26th of January, 1866, and a member of the council in July, 1882.

Mr. ROBERT CUNLIFFE (Cunliffes & Davenport), solicitor, 43, Chancery-lane, has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Cunliffe was admitted in Michaelmas, 1845, elected a member of the society on the 3rd of March, 1858, a member of the council in July, 1876, and president of the society in July, 1890. Mr. Cunliffe is deputy under-sheriff for Oxfordshire, a commissioner for oaths, and a perpetual commissioner.

Mr. EDWIN FRESHFIELD, LL.D. (Freshfields & Williams), 5, Bank-buildings, City, has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Dr. Freshfield was admitted in Easter, 1858, and was elected a member of the council in July, 1885. He is joint solicitor to the Bank of England.

Mr. WILLIAM GODDEN, LL.B. (Godden, Holme, & Co.), solicitor, 34, Old Jewry, E.C., has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Godden was admitted in Michaelmas, 1855, elected a member of the society on the 28th of January, 1870, and a member of the council in July 1883.

Mr. HENRY MANISTY (Nicholl, Manisty, & Co.), solicitor, 1, Howard-street, Strand, W.C., has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Manisty (who is a son of the late Mr. Justice Manisty) was admitted in Michaelmas, 1862, elected a member of the society on the 4th of December, 1874, and a member of the council in July, 1885.

Mr. HENRY ROSCOE (Field, Roscoe, & Co.), solicitor, 36, Lincoln's-inn-fields, has been appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Roscoe was admitted in Michaelmas, 1856, he was elected a member of the society on the 29th of November, 1859, a member of the council in 1873, and president of the society in July, 1885. Mr. Roscoe served for many years on the examination committee prior to his election as president. He is a parliamentary agent, a commissioner for oaths, and a perpetual commissioner.

Mr. CHARLES BERKELEY MARGETTS, solicitor, Huntingdon, has been appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Margetts was admitted in Trinity, 1862, elected a member of the Law Society on the 19th of July, 1864, and a member of the council in July, 1884. He is registrar of the county court, registrar of the Archdeaconry of Huntingdon, coroner for Hurtingstone Division, clerk to the burial board, notary public, and a commissioner for oaths. Mr. Margetts passed his final examination with honours.

Mr. FREDERIC PARKER MORRELL, M.A. St. John's College, Oxford (Morrell & Son), solicitor, Oxford, has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Morrell was admitted in Michaelmas, 1864, elected a member of the society, February 5, 1875, and a member of the council in July, 1880. He is also a member of the committee appointed by the Master of the Rolls under the Solicitors Act, 1888, solicitor to the University of Oxford, registrar of the Chancellor's Court of the University, coroner of the University, clerk to the Oxford School Board, registrar of the Archdeaconry of Oxford, and a commissioner for oaths.

Sir HENRY WATSON PARKER, Kt. (Parker, Garrett, & Parker), solicitor, The Rectory House, St. Michael's-alley, Cornhill, has been re-appointed a Member of the Examination Committee. Sir Henry was admitted in Michaelmas, 1853, elected a member of the society, June 14, 1856, a member of the council, July, 1873, and president of the society in July, 1886. He received the honour of knighthood on the occasion of the Queen's jubilee in 1887. He is a commissioner for oaths and a perpetual commissioner.

Mr. RICHARD PENNINGTON (Cookson, Wainewright, & Pennington), solicitor, 64, Lincoln's-inn-fields, has been re-appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Pennington was admitted in Easter, 1855, elected a member of the society, January 23, 1868, a member of the council in July, 1879, and vice-president of the society in July, 1891. He is a commissioner for oaths and a perpetual commissioner.

Mr. HENRY WING, solicitor, Nottingham, has been appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Wing was admitted in Michaelmas, 1851, elected a member of the society on April 3, 1879, and a member of the council in July, 1888 (after having, as president of the Nottingham Law Society, served on the council as an extraordinary member for several years). Mr. Wing is a justice of the peace for Nottingham, a commissioner for the Colony of Victoria, a commissioner for oaths, and a perpetual commissioner.

Mr. JOHN EDWARD GRAY HILL (Hill, Dickinson, Dickinson, & Hill), solicitor, Liverpool, has been appointed a Member of the Examination Committee of the Incorporated Law Society. Mr. Hill was admitted in Trinity, 1863, after passing the final examination with honours, elected a member of the Law Society on the 4th of January, 1865, and a member of the council in July, 1891. He is a commissioner for oaths.

Mr. PHILIP ROE HOCKIN, solicitor, Dartmouth, has been appointed a Commissioner for Oaths. Mr. Hockin was admitted in August, 1884. He is deputy clerk to the borough justices, and to Kingswear, Slapton, and Stoke Fleming School Boards.

Mr. CLARENCE FRANK LEIGHTON, solicitor, 12 and 13, Clement's-inn, Strand, has been appointed a Commissioner for Oaths. Mr. Leighton was admitted in February, 1883.

Mr. WILLIAM ORFORD, jun., B.A. Cantab. (Orford & Son), solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Orford was admitted in July, 1885.

Mr. ALFRED PLATTS, solicitor, Bingley, has been appointed a Commissioner for Oaths. Mr. Platts was admitted in November, 1884. He is clerk to the local board.

Mr. THOMAS DAVIS BURNEY RAWLINS (Rawlins & Rawlins), solicitor, Wimborne Minster, has been appointed a Commissioner for Oaths. Mr. Rawlings was admitted in Hilary, 1874. He is registrar of the county court, clerk to the commissioners of taxes, and to the highway board.

Mr. WILLIAM THOMAS BAKER (Reed & Cook), solicitor, Bridgewater, has been appointed a Commissioner for Oaths. Mr. Baker was admitted in November, 1884.

Mr. EDWARD EVELYN BARRON, M.A., LL.B. Cantab. (Barron & Son), solicitor, 55, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Barron was admitted in October, 1885.

Mr. JOHN MESSER BENNETTS, solicitor, Fowey, Cornwall, has been appointed a Commissioner for Oaths. Mr. Bennetts was admitted in June, 1885.

Mr. EBENEZER CARTWRIGHT, solicitor, Nottingham, has been appointed a Commissioner for Oaths. Mr. Cartwright was admitted in August, 1880.

Mr. ARTHUR JAMES CORNER (Corner & Corner), solicitor, Hereford, has been appointed a Commissioner for Oaths. Mr. Corner was admitted in February, 1885.

Mr. WALTER JOHN DEACON (Deacon & Son), solicitor, Peterborough, has

been appointed a Commissioner for Oaths. Mr. Deacon was admitted in October, 1884. He is deputy clerk of the peace for the county and for the County Council for the Soke of Peterborough, and deputy clerk to the commissioners of taxes for the Norman Cross Division.

Mr. GEORGE JEWEL LISTER ELLIS, solicitor, Wadebridge, has been appointed a Commissioner for Oaths. Mr. Ellis was admitted in March, 1885. He is clerk to the Padstow and Wadebridge Harbour Commissioners.

Mr. JAMES HERBERT SENIOR, solicitor, Lewes, has been appointed a Commissioner for Oaths. Mr. Senior was admitted in March, 1877.

Mr. JOHN HONY TREHANE, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Trehane was admitted in December, 1881.

Mr. HERBERT WOODS, solicitor, Warrington, has been appointed a Commissioner for Oaths. Mr. Woods was admitted in May, 1882.

Mr. ALFRED W. HALL, solicitor (Gard, Hall, & Rook), 2, Gresham-buildings, Basinghall-street, London, has been appointed a Commissioner within the city and county of London (that is, such parts of the metropolis as are under the Metropolis Management Acts) to take Affidavits, &c., concerning any matter in the Supreme Court of Western Australia, and to take Acknowledgments of Deeds by Married Women for the same colony.

Mr. JOHN FLOWER, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Flower was admitted in July, 1878.

Mr. HARRISON FALKNER BLAIR, barrister-at-law, has been appointed a Puisne Judge of the High Court of Judicature for the North-West Provinces of India, on the retirement of Mr. Justice Straight. Mr. Blair was called to the bar in 1864. He was a special pleader, and practised on the Northern Circuit, Lancaster, Kirkdale, Salford, Preston, and Manchester sessions, and the Court of Record.

Mr. PAYNTON PIGOTT, Chief Constable of Norfolk, has been appointed a Deputy-Lieutenant of that county. Mr. Pigott was called to the bar in 1866, and was for three years marshal to his uncle, the late Baron Pigott.

The Right Hon. Lord Justice FRY has been elected treasurer of Lincoln's-inn for the ensuing year, in succession to Mr. Napier Higgins, Q.C., whose term of office expires on the 10th of January next.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HAMMOND DAVIS, WILLIAM HENRY SADLER, and JOSEPH FLINT ALEXANDER COTCHING, solicitors (Medwin, Davis, Sadler, & Cotching), Horsham. Dec. 1.

MORRIS PATERSON JONES and ROBERT PATERSON, jun., solicitors (Jones, Paterson, & Co.) Liverpool. Dec. 3. The business will be carried on by the said Morris Paterson Jones. [*Gazette*, Dec. 8.

GENERAL.

The death is announced of the Right Hon. Stephen Woulfe Flanagan, who for many years filled the office of Judge of the Irish Land Court.

It is stated that Mr. Justice Hawkins, having been ordered complete rest by his medical attendant, has left town for the South of France.

It is stated that during the Christmas Vacation Mr. Justice Collins will be in attendance at Queen's Bench Judges' Chambers on Wednesday, the 23rd, and Thursday, the 31st inst.; while Mr. Justice Jeune will attend there on Thursday and Friday, January 7 and 8 respectively.

Upon an application being made last week during the course of the day to have a case adjourned, Mr. Justice Mathew said he felt judicially vexed. Complaints were made that cases were not tried, and when a judge appeared everybody took to flight. In future the consent in writing of all parties concerned must be obtained, otherwise he would not adjourn any case.

The *Times* says that at the Maidstone Assizes on Tuesday the grand jury threw out the bill against Mr. Edmund Kimber, solicitor, of Walbrook, and Shooter's-hill, for alleged perjury. This case was originally heard at Canterbury. Mr. Walter Monteagle Hasker prosecuted, when the charge against Mr. Kimber was dismissed; Mr. Hasker, however, applied to be bound over under the Vexatious Indictments Act to prosecute at the assizes.

The forensic eloquence of the bar of Naples, says the *Daily Telegraph*, is justly celebrated all over Italy, and its fame has been increased during the last few days by the harangues of the advocate, Signor Manfredi, who has been defending the Notarbartolos for four days, speaking each time for five or six hours. Signor Manfredi aroused enthusiastic applause every day, and at the close of his defence was the object of an ovation both inside and outside the court such as perhaps no barrister in Italy has ever before received. He was embraced, kissed, and congratulated by the prisoners and his colleagues, and the people in the body of the court shouted "Viva Manfredi!"

There is a solicitor in Gracechurch-street (says the *St. James's Gazette*) who has been concerned in prosecuting a good many strikers who have endeavoured to help their plans by intimidation. He writes now to the papers to say that his office is closely picketed, and that, when he starts for a police-court where he has to prosecute a striker, no cabman will drive him. The "shadowers," he suggests, have a code of signals understood by the cabmen. Consequently, he has to walk to the court, "shadowed" all the way. He does not mind the exercise; but everybody would not be quite so patient. A cabman is bound to take a fare, unless he can shew very good reason to the contrary—such as that his horse is exhausted. And if a few cabmen were summoned for refusing a fare, we should probably hear very little more of this new and peculiarly impudent form of boycotting.

Mr. Justice Grantham, says the *Daily News*, was able to congratulate the Grand Jury at the opening of the assizes at Derby on the comparative immunity of the county from crime. There is one crime, however—not, it is true, peculiar to Derby—which is still apparently very rife there; it is that of putting Judges of Assize and those who attend upon them into draughty courts and uncomfortable lodgings; and on this subject the judge spoke emphatically and with feeling. There is a traditional keeper of Judges' lodgings who, profiting by a long life's experience, divided all judges into "stuffies" and "ventilators." The "stuffies," she explained, "is them as always writes to have the door cracks listed," and the "ventilators," "them as always desires to know if all windies will open at the tops." Mr. Justice Grantham, it appears, is a "ventilator" by persuasion; but he objects to be in a gale except when properly clothed and on suitable occasions. In his Derby lodgings this week, when he tried to dress for dinner, he found himself nearly "blown out of the room." There seems to have been then a sort of judicial investigation into the causes of the trouble; but it was conducted under great difficulties, for "though the window was shut, the candle was blown out five times," and no conclusion appears to have been arrived at. Later on in the drawing-room he found the curtain blowing about, but found not only the window shut but the blind down. He more than hinted a suspicion that there were persons about who would like to see a little more "rapid promotion on the bench;" but he said "he did his best to frustrate their object by cutting a lot of cotton wool and stopping up some of the places where the wind was blowing in." After this Mr. Justice Grantham must be considered to have gone over to "the stuffies"; but it is all the fault of the Derby lodgings.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec. 14	Mr. Clowes	Mr. Carrington	Mr. Farmer
Tuesday 15	Jackson	Lavie	Rolt
Wednesday 16	Clowes	Carrington	Farmer
Thursday 17	Jackson	Lavie	Rolt
Friday 18	Clowes	Carrington	Farmer
Saturday 19	Jackson	Lavie	Rolt
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Dec. 14	Mr. Pemberton	Mr. Beal	Mr. Leach
Tuesday 15	Ward	Pugh	Godfrey
Wednesday 16	Pemberton	Beal	Leach
Thursday 17	Ward	Pugh	Godfrey
Friday 18	Pemberton	Beal	Leach
Saturday 19	Ward	Pugh	Godfrey

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LAYARD.—Nov. 28, at 68, Palace-gardens-terrace, W., the wife of George Somes Layard, barrister-at-law, of a son.

MACGREGOR.—Nov. 29, at 7, Rawdon-street, Calcutta, the wife of J. C. Macgregor, barrister-at-law, of a son. (By telegram.)

PRANCE.—Nov. 27, at 2, St. Andrew's-terrace, Plymouth, the wife of H. Penrose Prance, solicitor, of a son.

DEATHS.

BREWER.—Nov. 22, at 21, Abingdon-villas, Kensington, Harry H. Brewer, of 14, Clement's-inn.

COKE.—Lost overboard from the Royal Mail Company's steamer "Atrato," which left Southampton on Nov. 11, Reginald H. Coke, barrister-at-law, aged 28.

LETTS.—Nov. 21, at his residence, 8, Bartlett's-buildings, Holborn-circus, London, John Letts, solicitor, aged 88.

PEAKE.—Nov. 30, at Spring-grove, Isleworth, Robert William Peake, late chief clerk in the High Court of Chancery, aged 80.

SMART.—Nov. 19, at 36, Anson-road, Tufnell-park, Jackson Wyman Smart, solicitor, of 9, Old Jewry-chambers, E.C., aged 40.

WATERHOUSE.—Nov. 30, at Bournemouth, Theodore Waterhouse, of 4, Chester-place, W., and 1, New-court, Lincoln's-inn, aged 53.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC PHOTOGRAPH (FOREIGN AND COLONIAL) CO, LIMITED—Chitty, J., has fixed Dec 15, at 12, at his chambers, for the consideration of the determinations of the meetings of creditors and contributories of the above company, held on Sept 22. Ward & Co, Gracechurch st, solors for off rec

BROAD'S PATENT NIGHT LIGHT CO, LIMITED—Petn for winding up, presented Dec 4, directed to be heard on Dec 12. Coode & Co, Bedford row, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 10

DUNKLEY'S PATENT WHEEL AND TYRE CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims,

to Mr Charles Richards, Cobden chmbrs, Corporation st, Birmingham. Wednesday, Jan 13, at 11, is appointed for hearing and adjudicating upon the debts and claims

TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA, LIMITED—Petn for winding up, presented Nov 27, directed to be heard on Dec 12. Raphael, Moorgate st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 8

FRIENDLY SOCIETIES DISSOLVED.

CHILDREN'S BURIAL SOCIETY, Britannia Inn, Hollins, Hollinwood, Lancaster. Dec 2

REVOLUTION SICK SOCIETY, Montgomery Hall, Sheffield. Dec 1

ST. FLORENCE FRIENDLY SOCIETY, Sun Inn, St Florence, Tenby, Pembroke. Nov 30

London Gazette.—TUESDAY, Dec. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DERBYSHIRE TAR DISTILLING CO, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Howard Tropolet Alton, Wardwick, Derby. Taylor & Brown, Buxton, solors fur liquidator

JUPITER CYCLE CO, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims to Hugh Limebeer, 11, Queen Victoria st

TITANCRETE CO, LIMITED—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to Robert Boyd, 30, Charlotte st, Manchester. Boote & Edgar, Manchester, solors for liquidators

FRIENDLY SOCIETY DISSOLVED.

NORTH LIVERPOOL CORPORATION FRIENDLY SOCIETY, 19, Virgil st, Liverpool. Dec 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 24.

HUCKETT, FREDERICK, Dudley, Worcester, Butcher. Dec 21. Evans v Huckett, Chitty, J. Ward, John st, Bedford row

LUMB, LEVI, Rochdale, Gent. Dec 24. Lumb v Lumb, Registrar, Manchester. Worth, Rochdale

PRIDHAM, CHARLES WILLIAM, Cromwell cres, Kensington, Surgeon. Dec 11. Hobbins v Sparshatt, Stirling, J. Ash, Moorgate st

TICEHURST, FRANCIS WILLIAM, Ward End, Warwick, Manufacturer. Dec 23. Pigou Wilks & Laurence, Limited v Hooper, Kekewich, J. Davies, Bedford row

London Gazette.—FRIDAY, Nov. 27.

SUMMERSFIELD, ISRAEL, Manchester, Tailor. Dec 24. Williams v Lockitt, Registrar, Manchester. Boardman, Manchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 24.

BANNERMAN, JESSIE, Chorlton cum Hardy, Manchester Dec 31 Sykes, Manchester

BARLEY, HILDYARD, Lees, Willesborough, Kent, Mercantile Clerk Dec 15 Harman & Collier, Paternoster row

BERRY, JOSEPH, Sheffield, Gent Jan 2 Bramley, Sheffield

BESSELL, JOHN, Ash, Surrey, Licensed Victualler Dec 31 Foster, Aldershot

BINSTEED, CHARLES HENRY, St Leonards on Sea, Solicitor Jan 16 Raper & Ellman, Battle

BRUGGEMANN, ALARICH, Manchester, Merchant Jan 5 Withington & Co, Manchester

CUMBERLAND, ROBERT COLEGATE, Rue de la station Asnieres, Paris, retired Tailor Jan 1 A. F. & R. W. Tweedie, Lincoln's inn fields

DITMAS, ELLA MARTHA, Buckley rd, Brondesbury Dec 12 Smithson & Turner, York

EVANS, ERNEST RIDDLE, Piccadilly, Major Royal Welsh Fusiliers Dec 20 Mathews & Browne, Cannon st

FOGDEN, GEORGE, Sidlesham, Sussex, Yeoman Dec 31 Gregory, Chichester

GRABHAM, CHARLES, Pontefract, Esq, Bachelor of Medicine Jan 23 Arundel & Son, Pontefract

GRAINGER, STEPHEN, Tavistock st, Strand Jan 15 Fooks & Co, Carey st, Lincoln's inn

HALL, SAMUEL, Birmingham, Brassfounder Dec 30 Snow & Atkins, Birmingham

HAYTER, FRANCIS, Warrington crescent, Maida Hill, Commander R.N. (retired) Dec 20 Fell & Armstrong, Queen Victoria st

HILLS, THOMAS, Bexley, Kent, Farmer Dec 25 J & J C Hayward, Dartford

JONES, SARAH, Windermere Dec 31 Whitley & Co, Liverpool

KING, JANE ELLEN, the Grove, Hammersmith Dec 31 Marshall, King st, Hammersmith

LESLIE, MARGARET, Stainsby rd, Poplar Dec 26 Marsh & Turner, Fen ct and Poplar

MILLS, MILES, Oldham, Leather Manufacturer Dec 30 Smith, Oldham

NOBLE, ELLEN SUSANNAH, Leamington Dec 31 Watson & Channer, Lutterworth

PATE, CHARLES, Sheldon, Birmingham, Gent Dec 21 Read, Mildenhall, Suffolk

PEDDER, MARY, Finsthwaite, Lancs, Esq Dec 21 T. H. & T. Dodd, Preston

PEDDER, RICHARD, Finsthwaite, Lancs, Esq Dec 21 T. H. & T. Todd, Preston

PORTER, JOHN, Skirbeck, Lincs, Clerk to the Holland Justices Dec 20 Snaith, Boston

PRATTLEY, THOMAS, Lincoln Dec 24 Farriagton, Manchester

RODGER, ALEXANDER, Woolton, nr Liverpool, Gent Dec 31 Whitley & Co, Liverpool

REED, LAWRENCE, Newcastle upon Tyne, Gent Dec 30 Dickinson & Co, Newcastle on Tyne

RIVERS, ROSA MADELINE ELIZA AYLMER, Clifton rd, Brighton Jan 14 Edmunds & Son, St Bride's avenue, Fleet st

SIBLEY, GEORGE, Caterham, Surrey, Civil Engineer Dec 31 Birt & Follett, Townhall chbrs, Southwark

SOWERBY, THOMAS, Little Salkeld, Addingham, Cumberland, Miller Dec 29 Arnison & Co, Penrith

STOODLEY, FREDERICK, Bath, Captain in 16th Lancers Dec 18 Gibbs, Bath

SYMONDS, RICHARD CHARLES, Newcastle on Tyne, Bachelor Dec 1 Lazenby & Appleby, Newcastle on Tyne

THORN, AGNES JANE, Churchill rd, Winchmore Hill Dec 20 Peacock & Goddard, South sq, Gray's inn

TINDALL, ELIZABETH, Scarborough Dec 28 Tate & Co, Westborough, Scarborough

WARREN, MARIANNE GRAY, Tunbridge Wells Dec 31 J. & D. Awdry, Chippenham, Wilts

WOODRUFF, THOMAS, Wistow, Hunts, Clerk in Holy Orders Dec 31 F. J. & G. J. Braikenridge, Bartlett's bldgs

London Gazette.—FRIDAY, Nov. 27.

ACASTER, ELIZABETH, Matron of Trinity House, Kingston on Hull Jan 1 Wilson & Sons, Hull

ALLEN, JOHN, Southport, Innkeeper Dec 23 Parr & Co, Southport

ASHTON, WILLIAM FRANCIS, Worcester, Esq Dec 30 Witham & Co, Gray's inn sq

ATTWATER, JACOB, Horsham, Sussex, Threshing Machine Proprietor Jan 25 Coole, Horsham

BAGGALEY, JACOB, Wolstanton, Staffs, retired China Manufacturer Dec 28 Julian, Burslem

BALDWIN, CATHERINE, Monmouth rd, Bayswater Dec 31 Burch & Co, Spring gardens

BALDWIN, JAMES, Bathford, nr Bath, Gent Jan 15 Stone & Co, Bath

BELL, GEORGE, Liverpool, Fruit Merchant Jan 7 Grace & Smith, Liverpool

BELL, JOHN COSGROVE, Liverpool, Fruit Merchant Jan 7 Grace & Smith, Liverpool

BEYNON, OWEN, Swansea, Foreman Haulier Dec 31 Hartland & Co, Swansea

BOND, RICHARD RAMSAY, Hampstead rd, Estate Agent Jan 24 Ivimey, Temple chmbrs, Temple avenue

BOYES, WILLIAM, Bradford, retired Mill Manager Jan 1 Wright & Waterworth, Keighley

BROADBENT, JAMES WOODHEAD, Halifax, Woollen Draper Jan 16 Lawton, Halifax

BUTTON, RICHARD THOMAS, Edenbridge, Kent, Gent Jan 6 Cruttenden, Battle, Sussex

CANT, JONATHAN HILTON, Brunswick terr, Camberwell rd, Commercial Traveller Dec 23 Ingledew & Co, Newcastle upon Tyne

CAYLEY, GEORGE KETTON, Rutland, Banker Dec 22 Cayley, Southampton bldgs, Chancery lane

COLEBROOK, ERNEST, Exchequer and Audit Department, Somerset House Jan 1 Adcock, Finsbury cir

EVANS, JOHN, Liverpool, Gent Dec 28 Jones & Co, Liverpool

GALWAY, Right Hon HENRIETTA ELIZA DOWAGER VISCOUNTESS, Rutland grdns, Knightsbridge Jan 1 Hores & Pattisson Lincoln's inn

HAGGETT, JAMES, Draycott, Somerset, Yeoman Jan 6 Nalder, Shepton Mallett

HILL, CHARLES STEPHEN, Beckenham, Kent, Esq Jan 1 Bridges & Co, Red Lion sq

HOBLYN, CHARLES, Liverpool Dec 20 Hoblyn, Liverpool

HONEY, WILLIAM, Moss Side, Manchester, Builder Dec 29 Holt, Manchester

HULME, THOMAS, Pilsworth, Middleton, Lancs, Farmer Dec 25 Butcher & Barlow, Bury

HUNTER, ANDREW, Sheffield, Travelling Draper Dec 31 Howe, Sheffield

JUDGE, ANN, Banbury Dec 14 Aplin, Banbury

MALLATRATT, MARY, Mansfield, Notts Dec 31 White, Mansfield

MANSELL, ANNE ELIZABETH, Southport Dec 23 Parr & Co, Southport

MARRIOTT, JOSHUA, Bredbury, Chester, Gent Dec 25 Woodall & Marriott, Manchester

MELLISH, MARY ANN, Copeland rd, Peckham Jan 31 C. & E. Woodroffe, Gt Dover st, Southwark

MORLEY, JAMES, Castle Northwich, Chester, Grocer Jan 9 A. & J. E. Fletcher, Northwich

MOUNT, FRANCIS WILLIAM, Gracechurch st Dec 23 Mount & Son, Gracechurch st

NICHOLLS, FRANCES, Tunbridge Wells Dec 31 Piesse & Son, Old Jewry chmbrs

OLIVER, FRANK, Hackford rd, Stockwell, Doctor of Medicine Jan 1 Pattison & Co, Victoria st

PEACOCK, MARTHA, Hayward's Heath, Sussex, Grocer Jan 9 Coole, Horsham

PERRY, GEORGE, Pedmore, nr Stourbridge, Solicitor Jan 1 Harwards & Co, Stourbridge

PICKETT, FREDERICK WILLIAM, Commercial rd, Peckham, Fat Merchant Dec 31 Boote, King st, Cheapside

ROGERS, HARRIET ELIZA, Maismore mansions, Cranfield grdns, South Hampstead Jan 15 Blachford & Co, Abchurch lane

STEMBRIDGE, CHARLES, Crewkerne, Somerset, retired Tailor Dec 30 Saunders, Crewkerne

WILLIAMS, MARGARET, Llanddanielfab, Anglesey Dec 30 Rowland, Bagnor

WILMOT, ANN, Newfoundland st, Bristol Feb 1 Salisbury, Bristol

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 4.

RECEIVING ORDERS.

ALLCOCK, JOSEPH GEORGE, Rylett crsnt, Shepherd's Bush, Builder High Court Pet Nov 17 Ord Dec 1

BENTON, EDMUND, Goswell rd, Grocer High Court Pet Nov 12 Ord Dec 1

BOND, THOMAS OLDMAN, Holme next the Sea, Norfolk, Farmer King's Lynn Pet Nov 19 Ord Nov 30

BRATT, HENRY JOHN, Warrington, Circus Manager Wolverhampton Pet Dec 1 Ord Dec 1

BRYANT, GRAHAM WILLIAM, Sydney st, Chelsea, Cab Proprietor High Court Pet Nov 17 Ord Dec 1

CHAMBERLAIN, THOMAS, Lowestoft, Hairdresser Great Yarmouth Pet Nov 30 Ord Nov 30

COLE, JAMES ALFRED, Bradford, Commission Agent Bradford Pet Dec 2 Ord Dec 2

COLLINS, ALBERT LEONARD, Bristol, Toy Dealer Bristol Pet Dec 1 Ord Dec 1

CRAGG, MARGARET, and JAMES PARKINSON, Preston, Tripe Manufacturers Preston Pet Dec 2 Ord Dec 2

DAINTY, JOHN WORTERS PELL, Newark on Trent, Brewer's Clerk St Albans Pet Nov 30 Ord Nov 30

EALDING, HENRY, Folkestone, Baker Canterbury Pet Dec 1 Pet Dec 1

EDWARDS, GEORGE HITCHEN, Newcastle under Lyme, Furniture Dealer Hanley, Burslem, and Tunstall Pet Nov 17 Ord Nov 27

FAIRBAIRN, WILLIAM, Lozells, Birmingham, Retail Grocer Birmingham Pet Nov 30 Ord Nov 30

FARRIN, EDWARD HENRY, Bernard pl, Eden grove, Holloway, Cattle Dealer High Court Pet Dec 1 Ord Dec 1

FIETH, DAN, Oakenshaw, Bradford, Common Brewer Bradford Pet Dec 1 Ord Dec 1

FISHER, WILLIAM ERNEST, Scarborough, Tobacconist Scarborough Pet Nov 30 Ord Nov 30

FOTHERGILL, ROBERT, Knayton, Thirsk, Yorks, late Farmer Northallerton Pet Dec 1 Ord Dec 1

GITTOES, JOHN EDWARD, Wolverhampton, late Licensed Victualler Wolverhampton Pet Nov 30 Ord Nov 30

GRAY, EDWIN JAMES BRIDGE, Tarrant Gunville, nr Blandford, Dorset, Farmer Dorchester Pet Nov 30 Ord Nov 30

GREENWOOD, JAMES, Hebden Bridge, Yorks, Joiner Burnley Pet Nov 12 Ord Nov 30

GREGORY, FREDERICK, and FREDERICK WILLIAM GREGORY, Doncaster, Ale Bottlers Sheffield Pet Nov 30 Ord Nov 30

GREGORY, JOHN, Bolton, Tailor Bolton Pet Dec 2 Ord Dec 2

GRIFFITHS, RICHARD EDWIN, Birmingham, Licensed Victualler Birmingham Pet Dec 2 Ord Dec 2

GRIMSHAW, ERNEST ANTHONY ATKINSON, Croydon, Surrey, Gent Croydon Pet Oct 19 Ord Dec 1

HEWSON, BENJAMIN, Kingston upon Hull, Keel Captain Kingston upon Hull Pet Dec 1 Ord Dec 1

HOLMES, JOHN GILL, Leeds, Carver Leeds Pet Nov 28 Ord Nov 28

KEEP, WILLIAM, Sardinia st, Lincoln's inn fields, Manager to Letterpress Printer High Court Pet Nov 30 Ord Nov 30

KNOLLYS, FREDERICK ROBERT, Eccleston sq, of no occupation High Court Pet Dec 1 Ord Dec 1

LOBRIMER, MARMADUKE STEPHENSON, Brighouse, Gardener Halifax Pet Nov 17 Ord Nov 30

LOSH, JOSEPH, Liverpool, Bricklayer Liverpool Pet Nov 30 Ord Nov 30
LUNDY, LOUIS FRANCIS, Wood lane, Shepherd's Bush, Builder High Court Pet Dec 1 Ord Dec 2
LYNTON, EDMUND, Brighton, Baker Brighton Pet Dec 1 Ord Dec 1
MARTINI, DAN, Brighton, Gent Brighton Pet Oct 29 Ord Dec 1
ORMEROD, JONAS, Higham, nr Burnley, Stonemason Burnley Pet Dec 1 Ord Dec 1
QUIGLEY, JAMES, Gateshead, Innkeeper Newcastle on Tyne Pet Nov 17 Ord Dec 2
REYNOLDS, WILLIAM THOMAS, Maindee, Newport, Mon, Draper Newport, Mon Pet Dec 2 Ord Dec 2
SEAWARD, RUFUS, Nether Wallop, Hants, Farmer's Manager Southampton Pet Dec 2 Ord Dec 2
SHRIVELL, WILLIAM, Castle st, Endell st, Long Acre, Art Metal Worker High Court Pet Nov 30 Ord Nov 30
SIMS, GEORGE VERNON, Lombard st High Court Pet Aug 5 Ord Nov 19
SMITH, NATHANIEL, West Harlsey, Yorks, Farmer Northallerton Pet Nov 19 Ord Nov 30
SMITH, STEPHEN JOHN, Holme, Hunts, Coal Dealer Peterborough Pet Nov 21 Ord Dec 2
STEVENS, GEORGE RICHARD, Old Bethnal Green rd, Chair Manufacturer High Court Pet Nov 30 Ord Nov 30
STORM, EMILE, New Bond st, Underclothing Manufacturer High Court Pet Dec 1 Ord Dec 1
SWANN, GEORGE, Abingdon rd, Kensington, Gas Engineer High Court Pet Nov 30 Ord Nov 30
TAYLOR, FRANCES, Margate, Boarding House Keeper Canterbury Pet Nov 30 Ord Nov 30
TOOHIG, PATRICK JAMES, and DANIEL LAWRENCE TOOHIG, Carmarthen, China Dealers Carmarthen Pet Dec 1 Ord Dec 1
TRIST, JOHN, Southsea, Builders' Merchant Portsmouth Pet Nov 30 Ord Nov 30
TUBB, ALFRED, Southsea, Commission Agent Portsmouth Pet Nov 13 Ord Nov 30
WESTON, WALLIS, Sheffield, Whitesmith Sheffield Pet Dec 1 Ord Dec 1
WISEMAN, W J, Late of Anfield, Liverpool, Engineer Liverpool Pet Nov 14 Ord Nov 30

FIRST MEETINGS.

ANGIER, GEORGE AUGUSTUS, Brighton, Doctor of Medicine Dec 14 at 3 Off Rec, 4, Pavilion bldgs, Brighton
ATKIN, ROBERT, Castleton, Yorks, Grocer Dec 16 at 3 Off Rec, Middlesborough
BEESLEY, WILLIAM HENRY, Blackburn, Warper Dec 16 at 3.45 County Court house, Blackburn
BELL, WILLIAM, Petworth, Sussex, Thrashing Machinist Dec 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton
BRACHER, THOMAS, Upper Caterham, Surrey, Grocer Dec 14 at 11.30 24, Railway approach, London Bridge
BULMER, MICHAEL, Sowerby, nr Thirsk, Yorks, Slipper Maker Dec 14 at 12 Court house, Northallerton
BUNCE, ELIZABETH JANE, Endsleigh gdns, Euston rd, Widow Dec 14 at 11 33, Carey st, Lincoln's inn
BYRNE, JOHN, Bognor, Sussex, Tailor Dec 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton
CLIPSHAM, HENRY, and JOHN CLIPSHAM, Norwell, Notts, Builders Dec 14 at 12 Off Rec, St Peter's Church walk, Nottingham
DAVIES, ESTHER, and MARY JANE DAVIES, Birmingham, Dressmakers Dec 14 at 11 25, Colmore row, Birmingham
DAY, ISAAC MOREY, Hainault rd, Leytonstone, Commission Agent Dec 15 at 1 33, Carey st, Lincoln's inn
DREW, NICHOLAS PATRICK, St Edmund's, Isle of Dogs, Milwall, Clerk in Holy Orders Dec 18 at 11 33, Carey st, Lincoln's inn
DUCKERS, CHARLES, Burton on Trent, Cooper Dec 12 at 12.30 Midland Hotel, Station st, Burton on Trent
DUNKLEY, WILLIAM, Moseley, Birmingham, Perambulator Manufacturer Dec 16 at 11 25, Colmore row, Birmingham
EVANS, GWILYM, Pontypridd, Glam, Grocer Dec 11 at 12 Off Rec, Merthyr Tydfil
FLACK, WILLIAM HENRY, Richmond, Surrey, Ironmonger Dec 11 at 11.30 24, Railway app, London bridge
FLUKES, ALICE, Ebury st, Lower Grosvenor place, Dressmaker Dec 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
FRYER, HENRY, Eldwick, Yorks, Market Gardener Dec 14 at 11.30 Off Rec, Manor row, Bradford
GRAY, EDWIN JAMES BRIDGE, Tarrant Gunville, nr Blandford, Dorset, Farmer Dec 14 at 12.45 Off Rec, Salisbury
GREGORY, JOHN, Bolton, Tailor Dec 16 at 11 16, Wood st, Bolton
HAMILTON, WILLIAM FIELDING, late Cornwall gdns, Kensington, Livery Stable Keeper Dec 16 at 1 33, Carey st, Lincoln's inn
HARGREAVES, HENRY, Leeds, Boot Manufacturer Dec 14 at 11 Off Rec, 22, Park row, Leeds
HEBBLETHWAITE, THOMAS ELLIS, Bradford, Furniture Salesman Dec 11 at 11 Off Rec, 3, Manor row, Bradford
HOOBEN, GEORGE, Fenchurch avenue, Commercial Traveller Dec 18 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JAMES, THOMAS, Brecon, Grocer Dec 11 at 3 Off Rec, Merthyr Tydfil
JOHNSON, R, Kennington pk rd Dec 15 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JOHNSON, WILLIAM ARTHUR, Hove, Sussex, Mental Nurse Dec 15 at 3 Off Rec, 4, Pavilion bldgs, Brighton
JONES, EDWARD, Llanidloes, Montgomery, Butcher Dec 11 at 1 Off Rec, Llanidloes
JONES, JOHN BROWN, Hope under Dinemore, Herefordshire, Hirer of Agricultural Machinery Dec 14 at 10 18, Corn sq, Leominster
LEVERS, WILLIAM HAWKE, and JOHN EDWARD ANTHONY GUY, Bradford, Tailors Dec 14 at 11 Off Rec, 31, Manor row, Bradford
LORRIMER, MARMADUKE STEPHENSON, Brighouse, Gardener Dec 14 at 10 Off Rec, Townhall chmbrs, Halifax
MASON, JOSEPH, Darlaston, Staffs, File Manufacturer Dec 17 at 10.30 Off Rec, Walsall
MASSEY, EVAN PEIRCE, Totnes, Devon, Baker Dec 11 at 11 10, Athenæum terr, Plymouth
MCCLORRY, EDWARD, Maryport, Cumbrld, Saddler Dec 14 at 3.15 Court house, Cockermouth
MOSS, GEORGE FREDERICK, Hebden Bridge, Yorks, Printer Dec 11 at 1 White Horse Hotel, Hebden Bridge
MURPHY, WILLIAM, Liverpool, Outfitter Dec 17 at 3 Off Rec, 35, Victoria st, Liverpool
PAYNE, H V, Late of Brighton, Hosier Dec 14 at 12 33, Carey st, Lincoln's inn
POWELL, THEODORE, Middlesborough, Works Contractor Dec 16 at 3 Off Rec, Middlesborough
PRINCE, WILLIAM, Barton under Needwood, Staffs, Wheelwright Dec 12 at 12.15 Midland Hotel, Station st, Burton on Trent
RAMAGE, ALEXANDER SYDNEY, Wolverhampton, Manager of Chemical Works Dec 15 at 12 Off Rec, Wolverhampton
RANGER, HERBERT, Tenterden, Kent, Carpenter Dec 21 at 12.30 Young & Son, Bank bldgs, Hastings
ROBERTS, THOMAS, St Helen's, Builder Dec 18 at 2.30 Off Rec, 35, Victoria st, Liverpool
ROBINSON, EDWARD ARKLESS, Newcastle on Tyne, Agent Dec 14 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
ROBINSON, JAMES, Boltby, nr Thirsk, Yorks, Butcher Dec 14 at 12 Court house, Northallerton
ROSE, WILLIAM FREDERICK, Ross, Herefordshire, Farmer Dec 15 at 10 2, Offa st, Hereford
ROWLAND, EDWARD, Charlotte st, Great Eastern st, Cabinet Maker Dec 14 at 1 33, Carey st, Lincoln's inn
SEVERNE, ERNEST JAMES WILLIAM, York bldgs, Adelphi, Strand, Enquiry Agent Dec 14 at 2.30 33, Carey st, Lincoln's inn
SHEPPARD, THOMAS, Salisbury, Innkeeper Dec 11 at 3 Off Rec, Salisbury
SIMPSON, WILLIAM SPEIRS, St Stephen's chmbrs, Telegraph st, Civil Engineer Dec 17 at 2.30 33, Carey st, Lincoln's inn
SIMS, GEORGE VERNON, Lombard st Dec 16 at 12 33, Carey st, Lincoln's inn
SMITH, WILLIAM THOMAS, Birmingham, Mattress Maker Dec 15 at 11 25, Colmore row, Birmingham
STARMER, ROBERT, Leeds, Boot Manufacturer Dec 14 at 12 Off Rec, 22, Park row, Leeds
STEPHENSON, WILLIAM BAYLIFF, Liverpool, Billiard Table Manufacturer Dec 17 at 2.30 Off Rec, 35, Victoria st, Liverpool
TAYLOR, CHARLES, Bolton, Joiner Dec 12 at 11 16, Wood st, Bolton
TOLLER, RICHARD BREMRIDGE, Serjeants' inn, Fleet st, Solicitor Dec 21 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WATHEN, WILLIAM, Hereford, Cattle Dealer Dec 11 at 10 2, Offa st, Hereford
WHEATER, WILLIAM, Scarborough, Fruiterer Dec 11 at 11.30 Off Rec, 74, Newborough st, Scarborough
WILLIAMS, DAVID, Liverpool, Ironfounder Dec 18 at 2 Off Rec, 35, Victoria st, Liverpool
WILLIAMS, JOHN CHARLES, late of Leicester, late Managing Director of Brewery Company Dec 18 at 2.30 33, Carey st, Lincoln's inn

ADJUDICATIONS.

BINGLEY, JOHN, Ansley, Warwickshire, Builder Coventry Pet Nov 5 Ord Dec 1
BELL, WILLIAM, Selham, Sussex, Thrashing Machinist Brighton Pet Nov 25 Ord Dec 1
BEVIS, WALTER, Bournemouth, Builder Poole Pet Nov 13 Ord Dec 1
CHAMBERLAIN, THOMAS, Lowestoft, Hairdresser Gt Yarmouth Pet Nov 27 Ord Nov 30
CLARKE, CHARLES, late of Notting hill, Brewer High Court Pet Sept 25 Ord Dec 1
COLE, JAMES ALFRED, Bradford, Commission Agent Bradford Pet Dec 2 Ord Dec 2
CRAGG, MARGARET, and JAMES PARKINSON, Preston, Tripe Manufacturers Preston Pet Dec 2 Ord Dec 2
DAVIES, THOMAS FICTON, Warmley, Glos, Farmer Bristol Pet Nov 9 Ord Dec 2
DUTHOIT, HENRY CAUSER, Brill, Bucks, Clerk in Holy Orders Aylesbury Pet Nov 16 Ord Dec 2
EALDING, HENRY, Folkestone, Baker Canterbury Pet Nov 30 Ord Dec 1
FAIRBAIRN, WILLIAM, Lozells, Birmingham, Grocer Birmingham Pet Nov 30 Ord Nov 30
FISHER, WILLIAM ERNEST, Scarborough, Tobacconist Scarborough Pet Nov 30 Ord Nov 30
FOREMAN, ERNEST, Cheapside, Accountant High Court Pet July 4 Ord Nov 30
FOTHERGILL, ROBERT, Knayton, nr Thirsk, Yorks, late Farmer Northallerton Pet Dec 1 Ord Dec 1
GRAY, EDWIN JAMES BRIDGE, Tarrant Gunville, nr Blandford, Dorset, Farmer Dorchester Pet Nov 28 Ord Nov 30
GREATOREX, RACHEL HADDEN, Harrow on Hill, Widow St Albans Pet Oct 23 Ord Nov 30
GREGORY, FREDERICK, and FREDERICK WILLIAM GREGORY, Doncaster, Ale Bottlers Sheffield Pet Nov 30 Ord Nov 30
GREGORY, JOHN, Bolton, Tailor Bolton Pet Dec 2 Ord Dec 2
HEWSON, BENJAMIN, Kingston upon Hull, Keel Captain Kingston upon Hull Pet Dec 1 Ord Dec 1
HOLMES, JOHN GILL, Leeds, Carver Leeds Pet Nov 28 Ord Nov 28
LORRIMER, MARMADUKE STEPHENSON, Brighouse, Gardener Halifax Pet Nov 17 Ord Dec 2
MCCLORRY, EDWARD, Maryport, Cumbld, Saddler Cockermouth and Workington Pet Nov 27 Ord Dec 2
ORMEROD, JONAS, Higham, nr Burnley, Stonemason Burnley Pet Dec 1 Ord Dec 1
RANGER, HERBERT, Tenterden, Kent, Carpenter Hastings Pet Nov 25 Ord Nov 30
REYNOLDS, WILLIAM THOMAS, Maindee, Newport, Mon, Draper Newport, Mon Pet Dec 2 Ord Dec 2
ROSE, WILLIAM, Ludlow, Salop, Cabinet Maker Leominster Pet Sept 26 Ord Dec 1
ROWLANDS, JOHN, Hoole, Cheshire, Draper Wrexham Pet Nov 10 Ord Nov 30
SEAWARD, RUFUS, Nether Wallop, Hants, Farmer's Manager Southampton Pet Dec 2 Ord Dec 2
SELLERS, SARAH, Neithrop, Banbury, Boarding House Keeper Banbury Pet Nov 27 Ord Dec 1
SHEPPARD, THOMAS, Salisbury, Innkeeper Salisbury Pet Nov 26 Ord Dec 2
SHRIVELL, WILLIAM, Castle st, Endell st, Long Acre, Art Metal Worker High Court Pet Nov 30 Ord Nov 30
STEVENS, GEORGE RICHARD, Old Bethnal green rd, Chair Manufacturer High Court Pet Nov 30 Ord Nov 30
TERRY, STEPHEN HARDING, Hednesford, Staffs, Engineer Walsall Pet Nov 25 Ord Nov 25
TOBY, HASDAY RAPHAIL, Gt St Helen's, Merchant High Court Pet Nov 3 Ord Dec 1
TOOHIG, PATRICK JAMES, and DANIEL LAWRENCE TOOHIG, Carmarthen, China Dealers Carmarthen Pet Dec 1 Ord Dec 1
WATHEN, WILLIAM, Hereford, Cattle Dealer Hereford Pet Nov 4 Ord Nov 30
WESTON, WALLIS, Sheffield, Whitesmith Sheffield Pet Dec 1 Ord Dec 1

London Gazette.—TUESDAY, Dec. 8.

RECEIVING ORDERS.

AKEROYD, JOHN, and PARKER MITCHELL, Middle Ghyll, Menston, Yorks, Woolstaplers Bradford Pet Dec 4 Ord Dec 4
BAKER, JOHN, Plymtree, Devon, Miller Exeter Pet Nov 21 Ord Dec 4
BARWELL, WILLIAM BEEBY, Little Addington, Northamptonshire, Farmer Northampton Pet Dec 3 Ord Dec 3
BATH, JOHN S., Crayford, Kent, Farmer Rochester Pet Oct 21 Ord Dec 3
BLACK, WILLIAM, Walesby, Notts, Farmer Sheffield Pet Dec 3 Ord Dec 3
CAPLE, CHARLES, Market Lavington, Wilts, Butcher Bath Pet Dec 5 Ord Dec 5
CHILTON, ALFRED, Barborne, Worcester, late Postmaster Worcester Pet Nov 19 Ord Nov 30
COMPTON, FREDERICK, and GEORGE HARMAN, Hastings, Coal Merchants Hastings Pet Nov 24 Ord Dec 5
COOKE, CHARLES, Southend, Essex, Carpenter Chelmsford Pet Dec 2 Ord Dec 2
DRURY, MARIA, Harrogate, Dressmaker York Pet Dec 3 Ord Dec 3
DYER, ARTHUR ALBERT, Colchester, Upholsterer Colchester Pet Dec 5 Ord Dec 5
EDWARDS, THOMAS ALEXANDER, Edward st, Soho, Manager to Licensed Victualler High Court Pet Dec 5 Ord Dec 5
FILMER, THOMAS, Nunhead lane, Peckham, Butcher High Court Pet Nov 18 Ord Dec 4
GOLDSTRAW, GEORGE, and JAMES GOLDSTRAW, Leek, Staffs, Silk Dyers Macclesfield Pet Dec 3 Ord Dec 3
GREEN, EDWARD, Clothill, nr Tenbury, Worcs, Brick Manufacturer Kidderminster Pet Dec 5 Ord Dec 5
HARDING, SAMUEL JERVIS, Market Drayton, Salop, Chemist Nantwich and Crewe Pet Dec 3 Ord Dec 3
HERBERT, GEORGE WILLIAM, Birmingham, Toy Manufacturer Birmingham Pet Dec 4 Ord Dec 4
HEWS, EMMA ELIZABETH, and ALFRED EDWARD YEOMANS, Church row, Bethnal Green, Trimming Manufacturers High Court Pet Dec 5 Ord Dec 5
HOPKINSON, FREDERICK WILLIAM, Bradford, Greengrocer Bradford Pet Dec 3 Ord Dec 3
HUGHES, JOHN, Mothvey, Carmarthenshire, Innkeeper Carmarthen Pet Dec 3 Ord Dec 3
JARVIS, FREDERICK JOHN, and FRANCIS JARVIS, Folkestone, Wine Importers Canterbury Pet Dec 5 Ord Dec 5
JOHNSON, JOHN, Bradford, Furniture Remover Bradford Pet Dec 4 Ord Dec 4
JONES, THOMAS EDWARD BOURNE, Birmingham, Metal Merchant Birmingham Pet Nov 14 Ord Dec 4
KLEISER, ANTHONY, Reading, Watch Maker Reading Pet Dec 1 Ord Dec 1
LAWRENCE, BENJAMIN, Stroud, Hay Dealer Gloucester Pet Nov 7 Ord Dec 5
LUTMAN, WILLIAM, Frimley, Surrey, formerly Butcher Guildford and Godalming Pet Dec 4 Ord Dec 4
MARTIN, W, Sutton, Surrey, Bookseller Croydon Pet Nov 24 Ord Dec 3
MCNULTY, JOHN, Selby, Yorks, Merchant York Pet Dec 3 Ord Dec 3
MITTEN, HENRY, Heighington, Lincs, Gent Lincoln Pet Nov 20 Ord Dec 3
MONTGOMERY, WILLIAM IRVINE, and ALICE MARY MONTGOMERY, Gateshead, Mustard Manufacturers Newcastle on Tyne Pet Dec 5 Ord Dec 5
MOTTRAM, CHARLES J, Stockbridge, Hants, Farmer Southampton Pet Nov 19 Ord Dec 3
NEEDHAM, LUKE, Alveley, Salop, Butcher Stourbridge Pet Nov 27 Ord Nov 27
NEWTON, SAMUEL, Seaton, Devon, Coal Dealer Exeter Pet Dec 4 Ord Dec 4
PORTER, ALGERNON WILLIAM, Moulsham, Chelmsford, Baker Chelmsford Pet Dec 1 Ord Dec 1
RUDMAN, SAMUEL, Staverton, Trowbridge, Farmer Bath Pet Dec 3 Ord Dec 3
SAWYER, WILLIAM, Bexley st, Streatham, Contractor Wandsworth Pet Nov 12 Ord Dec 3
SEABROOK, CHARLES WASHINGTON, Luton, Beds, Corn Dealer Luton Pet Dec 5 Ord Dec 5
SHAPCOTT, HENRY, Torquay, Ironmonger Exeter Pet Dec 2 Ord Dec 2
SHORT, JAMES HENRY, Kingswear, Devon, Builder East Stonehouse Pet Dec 3 Ord Dec 3
SIDLEY, THOMAS, Ryde, I.W., Builder Ryde Pet May 14 Ord Dec 2
SPEVEN, MARGUERITTE ELIZABETH, Langham st, Portland place, Widow High Court Pet Dec 4 Ord Dec 4
THOMPSON, THOMAS HENRY, Bishop Auckland, Durham, Builder Durham Pet Dec 2 Ord Dec 2
THOMSON, W, Arthur st, Gray's inn rd, Master Carpenter High Court Pet Nov 12 Ord Dec 3
TRONSON, NORMAN PERCY MILES, Drapers' gardens, Financial Agent High Court Pet Dec 4 Ord Dec 4
VIBERT, GERTRUDE ANNA, Bournemouth, Dressmaker Poole Pet Nov 30 Ord Dec 5

WARD, C W & Co, Minories, Builders High Court Pet Nov 19 Ord Dec 3
WATSON, RICHARD, Lockwood, Huddersfield, Labourer Huddersfield Pet Dec 3 Ord Dec 3
WIGLEY, CHARLES, Birmingham, Manchester Warehouseman Birmingham Pet Nov 19 Ord Dec 4
WILCOX, JOSEPH, Blackpool, Tailor Preston Pet Nov 18 Ord Dec 5
WOOD, GEORGE, St Peter's, Thanet, Kent, Builder Canterbury Pet Dec 5 Ord Dec 5
WOOLLACOTT, THOMAS, Oldham, Provision Dealer Oldham Pet Dec 3 Ord Dec 3
WRIGHT, ROBERT EVANS, late of Handsworth juxta Birmingham, Tailor Birmingham Pet Dec 2 Ord Dec 5
YEOMANS, WALTER RICHARD, Astwood Bank, Feckenham, Worcs, Commercial Traveller Birmingham Pet Dec 4 Ord Dec 4

FIRST MEETINGS.

BATH, JOHN S., Crayford, Kent, Farmer Dec 21 at 11.30 Off Rec, High st, Rochester
BLENKARN, JAMES, Gt Grimsby, Coal Merchant Dec 17 at 11 Off Rec, 15, Osborne st, Gt Grimsby
BOWEN, OWEN D., Netherwood rd, West Kensington, Draper Dec 18 at 2.30 33, Carey st, Lincoln's inn
BRATT, HENRY JOHN, Warrington, Circus Manager Jan 5 at 12.30 Off Rec, Wolverhampton
BRYANT, GREYHAM WILLIAM, Sydney st, Chelsea, Cab Proprietor Dec 21 at 1 33, Carey st, Lincoln's inn
COLE, JAMES ALFRED, Bradford, Commission Agent Dec 16 at 11 Off Rec, 31, Manor row, Bradford
CONWAY, ROBERT, Mansfield, Notts, Brush Manufacturer Dec 15 at 12 Off Rec, St. Peter's Church wk, Nottingham
DAINTY, JOHN WORTERS PELL, Newark on Trent, Brewer's Clerk Dec 16 at 3 Off Rec, 95, Temple chambers, Temple avenue
DICKINSON, WILLIAM RICHARD, and CHARLES GEORGE DICKINSON, Burnley, Watchmakers Dec 17 at 2.30 Exchange Hotel, Nicholas st, Burnley
DODDS, TOM, Scarborough, Bootmaker Dec 16 at 11.30 Off Rec, 74, Newborough st, Scarborough
DONALDSON, WILLIAM HENRY, Landport, Baker Dec 16 at 3 Off Rec, Cambridge junction, High st, Portsmouth
DRURY, MARIA, Harrogate, Dressmaker Dec 17 at 12.30 Off Rec, York
DUTHEIT, HENRY CAUSER, Brill, Bucks, Clerk in Holy Orders Dec 15 at 12 1, St Aldate's, Oxford
EALDING, HENRY, Folkestone, Baker Dec 18 at 9 Off Rec, 5, Castle st, Canterbury
EDWARDS, GEORGE HITCHEN, Newcastle under Lyme, Furniture Dealer Dec 15 at 2.30 Off Rec, Newcastle under Lyme
EVANS, JOHN HENRY SIMPKIN, Bramley, Leeds, Bootmaker Dec 16 at 11 Off Rec, 22, Park row, Leeds
FIRTH, DAN, Oakenshaw, Bradford, Common Brewer Dec 17 at 11 Off Rec, 31, Manor row, Bradford
FITCH, SUSAN, Cambridge, Grocer Dec 15 at 12 Off Rec, 5, Petty Cury, Cambridge
FISHER, WILLIAM ERNEST, Scarborough, Tobacconist Dec 18 at 11.30 Off Rec, 74, Newborough st, Scarborough
GOLDSTRAW, GEORGE, and JAMES GOLDSTRAW, Leek, Staffs, Silk Dyers Dec 17 at 11 Off Rec, 23, King Edward st, Macclesfield
GREATOREX, RACHEL HADDEN, Harrow on Hill, Widow Dec 15 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
GREENE, FRIESE, Piccadilly, Photographer Dec 21 at 12 33, Carey st, Lincoln's inn
GREGORY, FREDERICK, and FREDERICK WILLIAM GREGORY, Doncaster, Ale Bottlers Dec 16 at 11 Off Rec, Figtree lane, Sheffield
HOLLINGS, GEORGE, late Fleet st, Proprietor of "Agriculture" Dec 18 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
HOLMES, JOHN GILL, Leeds, Carver Dec 16 at 12 Off Rec, 22, Park row, Leeds
HOOPER, WILLIAM GEORGE, Oxford, Bookseller Dec 16 at 11.30 1, St Aldate's, Oxford
HOPKINS, JOHN, Praed st, Paddington, Second hand Clothes Dealer Dec 21 at 11 33, Carey st, Lincoln's inn
HOPKINSON, FREDERICK WILLIAM, Bradford, Greengrocer Dec 17 at 12 Off Rec. 31, Manor row, Bradford
HOTTEN, WILLIAM TRELEAVEN, Bodmin, Cornwall, Farmer Dec 16 at 12 Off Rec, Boscawen st, Truro
HUSTWAITE, CHARLES, Hunslet, Leeds, Commission Agent Dec 18 at 12 Off Rec, 22, Park row, Leeds
HUTTON, ANDREW, Vincent sq, Westminster, Dealer in Stocks Dec 16 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JAMSON, SAMUEL, Woodstone, Hunts, Leather Currier Dec 21 at 12 Law Courts, New road, Peterborough
JARROLD, THOMAS, Whitland, Pembs, Miller Dec 15 at 11.30 Off Rec, 11, Quay st, Carmarthen
JOHNSON, JOHN, Bradford, Furniture Remover Dec 21 at 11 Off Rec, 31, Manor row, Bradford
JONES, OWEN, late of Nantyfelin, Llanfairfechan, Carnarvonshire, Coal Merchant Dec 18 at 12 Railway Hotel, Bangor
LEWIS, ISAAC, Liverpool, late Furniture Dealer Dec 18 at 12 Off Rec, 35, Victoria st, Liverpool
LOSH, JOSEPH, Liverpool, Bricklayer Dec 18 at 3 Off Rec, 35, Victoria st, Liverpool
LUFF, GEORGE, Lime st, Builder Dec 17 at 12 33, Carey st, Lincoln's inn
MADDEN, FRANCIS BENEDICT, Birkdale, nr Southport, Builder Dec 17 at 3.30 Off Rec, 35, Victoria st, Liverpool
MCNULTY, JOHN, Selby, Yorks, Merchant Dec 17 at 11 Off Rec, York
MEADE, JOSEPH HENRY, Richmond, Surrey, China Dealer Dec 15 at 11.30 24, Railway approach, London Bridge
MOTTRAM, CHARLES J, Stockbridge, Hants, Farmer Dec 17 at 12 Off Rec, 4, East st, Southampton
NEWTON, SAMUEL, Seaton, Devon, Corn Dealer Dec 18 at 10 Off Rec, 13, Bedford circus, Exeter
NORRIDGE, WALTER, New Swindon, Builder Dec 18 at 3 Off Rec, 32, High st, Swindon
OATES, RICHARD, New Quay, Cornwall, Draper Dec 15 at 12 Duke of Cornwall Hotel, Plymouth
PRITCHARD, ROBERT, Tywyn, Eglwys Rhos, Carnarvonshire, Joiner Dec 17 at 12 Crypt chmbrs, Chester
REYNOLDS, WILLIAM THOMAS, Maindee, Newport, Mon, Draper Dec 16 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
SAWLE, WILLIAM HENRY, Worthing, Builder Dec 16 at 2.30 Off Rec, 24, Railway approach, London Bridge
SCHLEINITZ, WILLIAM, Little Britain, Commission Agent Dec 23 at 12 33, Carey st, Lincoln's inn
SEAWARD, RUFUS, Nether Wallop, Hants, Farmer's Manager Dec 17 at 2.30 Off Rec, 4, East st, Southampton
SELLERS, SARAH, Neithrop, Banbury, Boarding-house Keeper Dec 18 at 3 1, St Aldate's, Oxford
SHAPCOTT, HENRY, Torquay, Ironmonger Dec 19 at 11 Bankruptcy bldgs, Portugal st
SMITH, HORACE WILLIAM, late Spring gdns, Charing Cross, Solicitor Dec 21 at 2.30 33, Carey st, Lincoln's inn
SMITH, STEPHEN JOHN, Holme, Hunts, Coal Dealer Dec 21 at 12.15 Law Courts, New rd, Peterborough
TAYLOR, FRANCES, Margate, Boarding House Keeper Dec 18 at 9.30 Off Rec, 5, Castle st, Canterbury
TUCKER, WILLIAM ALFRED, Woolwich, Licensed Victualler Dec 16 at 11.30 24, Railway app, London bridge
VICKERS, JAMES, Leeds, Cutler Dec 18 at 11 Off Rec, 22, Park row, Leeds
WARBURTON, JOHN, Conisbro', Yorks, Mining Engineer Dec 16 at 11.30 Off Rec, Figtree ln, Sheffield
WATSON, RICHARD, Lockwood, Huddersfield, Labourer Dec 17 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield
WHITE, JOHN, St Leonard's on Sea, Lodging House Keeper Dec 21 at 12 Young & Son, Bank bldgs, Hastings
WRIGHT, JOHN WILLIAM, Old Broad st, Financial Agent Dec 23 at 2.30 33, Carey st, Lincoln's inn

ADJUDICATIONS.

ATKIN, ROBERT, Castleton, Yorks, Grocer Stockton on Tees and Middlesborough Pet Oct 3 Ord Dec 4
BAILEY, ROBERT GORTON, Haslingden, Lancs, Cotton Waste Dealer Blackburn Pet Oct 29 Ord Dec 2
BARWELL, WILLIAM BERRY, Little Addington, Northamptonshire, Farmer Northampton Pet Dec 2 Ord Dec 3
BEESLEY, WILLIAM HENRY, Blackburn, Warper Blackburn Pet Nov 7 Ord Nov 30
BLACK, WILLIAM, Walesby, Notts, Farmer Sheffield Pet Dec 3 Ord Dec 3
BOWEN, OWEN D, Netherwood rd, West Kensington, Draper High Court Pet Nov 7 Ord Dec 5
BOWYER, ALFRED, Kidderminster, Grocer Kidderminster Pet Nov 23 Ord Nov 27
BRYANT, GREYHAM WILLIAM, Sydney st, Chelsea, Cab Proprietor High Court Pet Nov 17 Ord Dec 5
BURNAND, NORMAN, Park pl, St James's, Gent High Court Pet Sept 23 Ord Dec 5
CAPLE, CHARLES, Market Lavington, Wilts, Butcher Bath Pet Dec 5 Ord Dec 5
CHILTON, ALFRED, Barbourne, Worcs, late Postmaster Worcester Pet Nov 19 Ord Dec 2
COOKE, CHARLES, Southend, Essex, Carpenter Chelmsford Pet Nov 30 Ord Dec 2
DE OLANO, ROMAN, London wall, Clerk to Financial Agency of Mexico High Court Pet Aug 13 Ord Dec 5
DE TERRY, EDWARD GEORGE, Union ct, Old Broad st, Wine Merchant High Court Pet Sept 28 Ord Nov 23
DRURY, MARIA, Harrogate, Dressmaker York Pet Dec 2 Ord Dec 3
DYER, ARTHUR ALBERT, Colchester, Upholsterer Colchester Pet Dec 5 Ord Dec 5
EDWARDS, THOMAS ALEXANDER, Edward st, Soho, Manager to Licensed Victualler High Court Pet Dec 5 Ord Dec 5
FARQUHAR, JOHN HENRY, Cleobury Mortimer, Salop, Clerk in Holy Orders Kidderminster Pet Aug 11 Ord Dec 3
FARRIN, EDWARD HENRY, Bernard pl, Eden grove, Holloway, Cattle Dealer Pet Dec 1 Ord Dec 5
FITCH, SUSAN, Cambridge, Grocer Cambridge Pet Nov 17 Ord Dec 3
GOLDSTRAW, GEORGE, and JAMES GOLDSTRAW, Leek, Staffs, Silk Dyers Macclesfield Pet Dec 3 Ord Dec 3
GREEN, EDWARD, Clethill, nr Tenbury, Worcs, Brick Manufacturer Kidderminster Pet Dec 5 Ord Dec 5
GRIFFITHS, RICHARD EDWIN, Birmingham, Licensed Victualler Birmingham Pet Dec 2 Ord Dec 5
HOLLINGS, GEORGE, late Fleet st, Proprietor of "Agriculture" High Court Pet Sept 19 Ord Dec 4
HOPKINSON, FREDERICK WILLIAM, Bradford, Greengrocer Bradford Pet Dec 2 Ord Dec 3
HOTTEN, WILLIAM TRELEAVEN, Bodmin, Cornwall, Farmer Truro Pet Nov 14 Ord Dec 4
HUGHES, JOHN, Mothvey, Carmarthenshire, Innkeeper Carmarthen Pet Dec 3 Ord Dec 3
HUTTON, ANDREW, late Vincent sq, Westminster. Dealer in Stocks High Court Pet June 9 Ord Dec 4
JAMSON, SAMUEL, Woodstone, Hunts, Leather Carrier Peterborough Pet Nov 13 Ord Dec 4
JOHNSON, JOHN, Bradford, Furniture Remover Bradford Pet Dec 4 Ord Dec 4
KLEISER, ANTHONY, Reading, Watchmaker Reading Pet Dec 1 Ord Dec 1
LEWIS, ISAAC, Liverpool, late Furniture Dealer Liverpool Pet Nov 11 Ord Dec 4
LUTMAN, WILLIAM, Frimley, Surrey, formerly Butcher Guildford and Godalming Pet Dec 4 Ord Dec 4
MACLENNAN, GEORGE AUGUSTUS, Holyhead, Tailor Bangor Pet Oct 26 Ord Dec 3
MARTIN, W, Sutton, Surrey, Bookseller Croydon Pet Nov 21 Ord Dec 3
MCNULTY, JOHN, Selby, Yorks, Merchant York Pet Dec 3 Ord Dec 3
NEEDHAM, LUKE, Alveley, Salop, Butcher Stourbridge Pet Nov 27 Ord Nov 27
NEWTON, SAMUEL, Seaton, Devon, Coal Dealer Exeter Pet Dec 4 Ord Dec 4
PORTER, ALGERNON WILLIAM, Moulsham, Chelmsford, Baker Chelmsford Pet Dec 1 Ord Dec 3
PAYNE, H V, late of Brighton, Hosier High Court Pet Nov 6 Ord Dec 5
QUIGLEY, JAMES, Gateshead, Innkeeper Newcastle on Tyne Pet Nov 17 Ord Dec 5
RADCLYFFE, RAYMOND, Victoria st, Journalist High Court Pet Aug 14 Ord Dec 5
RAYNER, EDWARD, Poultry High Court Pet Sept 4 Ord Dec 5
RUDMAN, SAMUEL, Staverton, Trowbridge, Farmer Bath Pet Dec 3 Ord Dec 3
SMITH, STEPHEN JOHN, Holme, Hunts, Coal Dealer Peterborough Pet Nov 21 Ord Dec 4
SPEVEN, MARGUERITTE ELIZABETH, Langham st, Portland pl, Widow High Court Pet Dec 4 Ord Dec 4
SYDNEY, FREDERIC C, Wych st, Strand, Solicitor High Court Pet Oct 8 Ord Dec 4
VAN PRAAG, S., Bath, Bandmaster Bath Pet Oct 24 Ord Dec 4
WATSON, RICHARD, Lockwood, Huddersfield, Labourer Huddersfield Pet Dec 3 Ord Dec 3
WIGHTMAN, HARRY, Liverpool, Newspaper Proprietor Liverpool Pet Sept 26 Ord Dec 4
WOOD, GEORGE, St. Peter's, Thanet, Kent, Builder Canterbury Pet Dec 4 Ord Dec 5
WOOLLACOTT, THOMAS, Oldham, Provision Dealer Oldham Pet Dec 3 Ord Dec 3

ADJUDICATION ANNULLED.

HELLYER, WILLIAM HENRY, East Budleigh, Devonshire' Farmer Exeter Adjud April 30, 1889 Annul Dec 3